



# ROCKFORD AREA SCHOOLS

## INDEPENDENT SCHOOL DISTRICT 883 BOARD OF EDUCATION

*A Tradition of Excellence, One Student at a Time*

Agenda for February 21, 2024

6:30 PM

District Board Room

6051 Ash Street

Rockford, MN 55373

1. **CALL MEETING TO ORDER**
  - A. Pledge of Allegiance
  - B. Board Roll Call
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**
4. **CONSENT ITEMS**
  - A. Consent--Approval of Minutes 3
  - B. Consent--Personnel 12
  - C. Consent--Approval of Bills and Wire Transfers 13
  - D. Consent--Approval of Open Enrollments 28
  - E. Consent -- Teacher Seniority List 29
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  - G. Consent -- EMR Contract 39
5. **SUPERINTENDENT REPORT** **92**
6. **STUDENT ACHIEVEMENT AND GROWTH**
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  - C. RMS-CES Principal Report 100
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7. **HEALTHY AND SUPPORTIVE ENVIRONMENT**
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  - B. Rockford Community Education Update 153
8. **STEWARDSHIP OF RESOURCES**
  - A. School Year 2024-25 Planning & enrollment estimates 154
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  - A. Learning and Innovation Report 156



# ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883

BOARD OF EDUCATION

- B. Strategic Plan 173
- C. IOwA Renewal 176
- D. Policy - First Reading 178
- 10. **COMMUNITY, SCHOOL AND FAMILY PARTNERSHIP**
  - A. Resolution of Acknowledgment of Contributions/Donations 267
  - B. Finance Committee Meeting: Thursday, February 29, 2024 at 8:00 am in the District Office Board Room.  
Board of Education Work Session: Monday, March 18, 2024 at 5:30 pm in the District Office Board Room.  
Regular Meeting of the Board of Education: Monday, March 18, 2024 at 6:30 pm in the District Office Board Room.
  - C. Board Committee Updates
- 11. **ADJOURNMENT**

**Our Mission:** *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

**Our Vision:** *Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.*

### **Rockford Board of Education**

Jamie Hillstrom

Eric Gordee

Jenny Kneeland

Amy Edwards

Jessica Johnson

Beth Praska

Superintendent Jeff Ridlehoover



## Independent School District #883

### Regular School Board Meeting

January 22, 2024

Pursuant to due call and notice, the Rockford Board of Education met in a Regular School Board Meeting on Monday, January 22, 2024 in the District Board Room. Chair Gordee called the meeting to order at 6:30 pm. Members Gordee, Edwards, Kneeland, Johnson, Praska and Hillstrom were present. Also present was Superintendent Jeff Ridlehoover, Director of Finance and Operations Michael McNulty, CFO Bridget Peterson, REAMS Principal Brenda Nyhus, Arts Magnet Coordinator Darren Eliason, Kathy Madson, RHS Principal Paul Menard, and IB Coordinator Jill Gordee.

#### **Pledge of Allegiance**

The meeting opened with the Pledge of Allegiance.

#### **APPROVAL OF AGENDA**

*Motion by Edwards seconded by Kneeland to approve the agenda with approved adjustments. Motion passed unanimously.*

#### **PUBLIC COMMENTS**

There were no public comments.

#### **CONSENT ITEMS**

*Motion by Kneeland, seconded by Praska to approve the consent items. Motion carried unanimously.*

- **Minutes:**
  - December 4, 2023 Work Session
  - December 18, 2023 Regular Meeting
  - December 18, 2023 Levy Renewal Hearing
  - January 8, 2024 Organizational Meeting

- **Personnel:**

Status	First Name	Last Name	Position	Date(s)
End of Contract	Stacy	Welborn	LTS HS Spanish	December 22, 2023
Resignation	Amy	Stoks	MS SpEd Paraprofessional	February 2, 2024
Lane Change	Tamara	Hedeen Childers	MA+20 to MA+30	

- **Bills and Wire Transfers:**

December 2023 Disbursements Paid (listings attached):

Fund 01 General Fund	\$881,713.43
Fund 02 Food Service	\$105,903.94
Fund 04 Community Services	\$ 13,968.46
Fund 06 Building Construction	\$ 224,318.45
Fund 07 Debt Redemption	\$ 500.00
Fund 21 Student Activities	\$ 12,308.89
Fund 45 OPEB Trust	\$ 0
 Total All Funds	 \$ 1,238,713.17

- **Open Enrollments:**

**Resident Students Attending Other Schools**

Grade	Non-Resident District	Number	Date Effective	Address Change/New Enrollment
12	Buffalo Hanover Montrose	877	9/6/2023	family move; want to stay enrolled at Buffalo
1	Buffalo Hanover Montrose	877	11/27/2023	family move; want to stay enrolled at Buffalo
5	Buffalo Hanover Montrose	877	12/13/2023	prefer Buffalo Special Education program
4	Osseo	279	11/1/2023	family move; want to stay enrolled at Osseo
K	Orono	278	11/17/2023	family move; want to stay enrolled at Orono

**Non-Resident Students Attending Rockford**

Grade	Resident District	Number	Date Effective	Address Change/New Enrollment
1	Howard Lake- Waverly- Winsted	2687	12/1/2023	family move; wanted to stay enrolled at Rockford
1	Osseo	279	11/27/2023	family move; wanted to stay enrolled at Rockford
7	Osseo	279	11/27/2023	family move; wanted to stay enrolled at Rockford
3	Anoka Hennepin	11	10/23/2023	family move; wanted to stay enrolled at Rockford
EC	Buffalo Hanover Montrose	877	9/18/2023	NEW ENROLLMENT--to attend Special Ed Program in Rockford
7	Osseo	279	9/5/2023	NEW ENROLLMENT
9	Osseo	279	11/28/2023	family move; wanted to stay enrolled at Rockford
7	Osseo	279	1/9/2024	NEW ENROLLMENT--bullying issues at previous school

**SUPERINTENDENT’S REPORT**

Dr. Jeff Ridlehoover presented an update on the schools.

**STUDENT ACHIEVEMENT AND GROWTH**

- **REAMS Celebration:** Darren Eliason and fourth grade students will talk about Arts Troupes at REAMS and share a bucket drumming performance.
- **REAMS Principal’s Update:** REAMS Principal Brenda Nyhus presented on upcoming events, Literacy and REAMS 20 year celebration activities.
- **Overnight Trip Approval for Gymnastics:** Superintendent Ridlehoover presented in place of Gymnastics Coach Averi Shrode for approval of the gymnastics overnight trip.

*Motion by Johnson seconded by Edwards to approve the Overnight Gymnastics Trip contingent upon transportation following district policy and procedure. Motion passed unanimously.*

- **Learning and Innovation Report:** Learning and Innovation Specialist Kathy Mattson presented an update on what has been done since November.
- **CTE Tech. Ed. Presentation:** RHS Principal Paul Menard & IB Coordinator Jill Gordee presented plans for a CTE IB CP redesign.

## HEALTHY AND SUPPORTIVE ENVIRONMENT

- **Policy Update – Second Reading:** Superintendent Ridlehoover presented several policy revisions for a second reading. Some of the changes update references and commissioner titles to the following existing policies: 406, 506, 507, 524, 604, 620R, 550R, and 440R.

*Motion by Praska seconded by Johnson to approve the policies as presented. Motion passed unanimously.*

- **Revoking of Policy 808:** Policy 808 was presented to be revoked as it is no longer needed.

*Motion by Edwards seconded by Gordee to approve the revoking of policy 808. Motion passed unanimously.*

- **Policy 203.2R Update – Final Reading:** Dr. Ridlehoover presented policy 203.2R changes to reflect the new strategic plan.

*Motion by Johnson seconded by Edwards to approve policy 203.2R as presented. Motion passed unanimously.*

## STEWARDSHIP OF RESOURCES

- **Auditor's Report:** Schlenner-Wenner representative Ryan Schmidt presented the Financial Audit Report for fiscal year 2022-2023 for approval.

*Motion by Kneeland seconded by Edwards to approve the audit as presented. Motion passed unanimously.*

- **Resolution Directing the Administration to make Recommendation for Reductions in Programs and Positions and Reasons Therefore:**

This resolution is required if the district would need to make any budget reductions for the 2024-25 school year. It has been adopted annually to ensure that we have covered all necessary procedures in the event reductions would need to occur. By adopting the resolution, we are not required to make any reductions.

### **RESOLUTION DIRECTING THE ADMINISTRATION TO MAKE RECOMMENDATIONS FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS THEREFORE.**

- WHEREAS, the financial condition of the school district dictates that the school board must reduce expenditures immediately, and
- WHEREAS, this reduction in expenditure must include discontinuance of positions and discontinuance or curtailment of programs, and
- WHEREAS, a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Independent School District #883, as follows:

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of program or positions to effectuate economies in the school district and reduce expenditures, make recommendations to the school board for the discontinuance of programs, curtailment of programs, discontinuance of position and curtailment of positions.

*Johnson motioned, seconded by Kneeland, to approve the Resolution Directing the Administration to make Recommendation for Reductions in Programs and Positions and Reasons Therefore as presented.*

*On a roll call vote, the following voted in favor: Gordee, Edwards, Kneeland, Johnson, Praska and Hillstrom. And the following voted against: None.*

*Whereupon said resolution was declared duly passed and adopted.*

- **HR Update:** Director of Finance and Operation Mike McNulty presented an update on the HR Department including HSA/FSA changes, Employee Handbook, On/Off Boarding and W-2s.
- **Resolution of Levy Renewal:**

#### **RESOLUTION RELATING TO RENEWAL OF AN EXPIRING REFERENDUM**

WHEREAS, Minnesota Statutes 126C.17, Subd. 9b, allows the School Board to renew an expiring referendum.

WHEREAS, Minnesota Statutes 126C.17, Subd. 9b, sets forth the following requirements to renew an expiring referendum:

- 1) The per pupil amount of the referendum is the same as the amount expiring, or for an expiring referendum that was adjusted annually by the rate of inflation, the same as the per-pupil amount of the expiring referendum, adjusted annually for inflation in the same manner as if the expiring referendum had continued;
- 2) the term of the renewed referendum is no longer than the initial term approved by the voters;
- 3) the school board has held a meeting and allowed public testimony on the proposed renewal; and
- 4) the expiring referendum has not been previously renewed under Minnesota Statutes 126C17, Subd. 9b.

WHEREAS, the expiring referendum is within the last two fiscal years of the term of the referendum.

BE IT RESOLVED by the School Board of Independent School District No. 0883, Rockford Area Schools, State of Minnesota, as follows:

The Board hereby determines and declares that it is necessary and expedient for the school district to extend and renew the general education revenue provided by an

expiring referendum passed by the voters of the school district on November 6, 2018. This referendum was passed with an amount of \$750 per adjusted pupil unit and for a term of seven years. The expiring referendum included an inflationary adjustment provision as provided by Minnesota Statute 126C.17.

The term of the renewed referendum will be 7 years beginning taxes payable FY27.

The clerk is authorized to send this adopted resolution, no later than September 1 of the calendar year in which this resolution was adopted, to the commissioner of the education and to the county auditor of each county in which the school district is located in whole or in part.

This resolution becomes effective 60 days after adoption.

*Gordee motioned, seconded by Edwards, to approve the resolution relating to renewal of an expiring referendum as presented.*

*On a roll call vote, the following voted in favor: Gordee, Edwards, Kneeland, Johnson, Praska and Hillstrom. And the following voted against: None.*

*Whereupon said resolution was declared duly passed and adopted.*

#### **CULTURE OF COLLECTIVE PURPOSE**

- **New Staff Handbook:** Dr. Jeff Ridlehoover gave an update on new Staff Handbooks.
- **Plans & Timeline of the District Operations Plan 24-25:** Dr. Jeff Ridlehoover gave an update on plans & timeline of the DOP 24-25.
- **BILT & BOLT Planning:** Dr. Jeff Ridlehoover gave an update on BILT & BOLT Planning.
- **Onboarding & Offboarding Guide:** Dr. Jeff Ridlehoover gave an update on new onboarding & offboarding guides.

#### **COMMUNITY, SCHOOL AND FAMILY PARTNERSHIP**

*Kneeland motioned, seconded by Johnson, to approve the following resolution as presented:*

- **Resolution of Acknowledgement of Contributions/Donations**

WHEREAS Minnesota Statute 123B.02 permits school boards to “receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. On that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof.”

THEREFORE, be it resolved by the School Board of Rockford Area Schools, Independent School District 883 that the School Board accepts, with appreciation, the contributions detailed below.

<i>Donor</i>	<i>Amount</i>	<i>Fund</i>
Rocket Boosters	\$1,500.00	Boys Basketball Fund (for charter buses)
Sather Real Estate	\$100.00	RHS FFA Fund Donation (for FFA convention)
Rockford Education Foundation	\$98.66	General Fund (Food & water for College & Career Fair)
Rockford Education Foundation	\$715.00	General Fund (REAMS Children's Museum/Kindergarten Fieldtrip)
Rockford Education Foundation	\$415.95	General Fund (RMS-CES Mobile Standing Desks)
Rockford Education Foundation	\$4,598.35	General Fund (RMS-CES Media Center STEM tables)
Rockford Education Foundation	\$1,121.00	General Fund (REAMS 1st Grade Fieldtrip to Children's Theatre)
Rockford Education Foundation	\$50,620.66	General Fund (RMS-CES Media Center Furniture)
Rockford Education Foundation	\$813.49	General Fund (RHS Common Academic Language Posters)
Rockford Education Foundation	\$4,261.86	General Fund (3rd grade Artist in Residence, RHS CNA Supplies, REAMS Bibliotherapy SEL Curriculum)
Itzmari Bautista Vazquez & Abimeal Bautista	<i>Our Class is a Family Book</i>	Preschool Program
Cathy Egbert family	Mini-Rainbow Blocks	Preschool Program
Cargill	\$100.00	RHS FFA Fund Donation
Box Tops	\$39.10	RMS Gift Fund
Cargill	\$100.00	RHS FFA Fund Donation
Renee LaPlume	pencils & highlighters	RMS Donation
Chad Haas	New netting and extending net over dugouts (\$53,913.00)	Baseball Program
Diane Nilson	\$150.00	RCC Fund (for purchase of a squat bar)
Beth & Jake Praska	Miscellaneous school supplies	REAMS General Fund donation

*On a roll call vote, the following voted in favor: Gordee, Edwards, Kneeland, Johnson, and Hillstrom. And the following voted against: None. Praska Abstains.*

*Whereupon said resolution was declared duly passed and adopted.*

● **Upcoming Meetings:**

Negotiations Meeting: Thursday, January 25, 2024 at 4:30 pm in RMS-CES Conference Room 11.

Work Session of the Board of Education: Monday, February 5, 2024 at 6:30 pm in the District Office Board Room.

Regular Meeting of the Board of Education: Wednesday, February 21, 2024 at 6:30 pm in the District Office Board Room.

● **Board Committee Updates:**

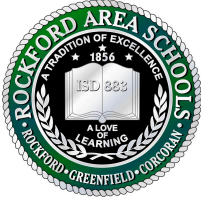
- Gordee- MSBA Convention (2 days), AMSD, NWSISD Meeting, Board Prep
- Edwards - MSBA Convention (2 days), Negotiations Meetings, Board Prep, Communications Committee Meeting

- Kneeland - MSBA Convention, MSHSL Meeting, Meetings with Michael McNulty, Safe Routes to School
- Johnson - MSBA Convention (Friday Only), MAWSECO, Staff Holiday Gathering, Negotiations Meetings, Negotiations sub-committee meetings
- Praska - Communications Committee Meeting, Negotiations Meetings, Welding Tour at High School
- Hillstrom - MSBA Convention (2 days), Welding Tour at High School, Staff Holiday Gathering.

*Kneeland motioned to adjourn the meeting at 8:35 p.m. Hillstrom seconded. Motion carried unanimously.*

*Courtney Neibert  
Recorder*

*Jamie Hillstrom  
Clerk*



**ROCKFORD AREA SCHOOLS**  
**Independent School District 883**  
**School Board Work Session Minutes**  
**Monday, January 22, 2024**

Pursuant to due call and notice, the Rockford Board of Education met in a work session on Monday, January 22, 2024 in the District Board Room. Amy Edwards called the work session meeting to order at 5:31 pm. Members Gordee, Edwards, Kneeland, Johnson, Praska and Hillstrom were present. Also present was Superintendent Jeff Ridlehoover, Director of Finance and Operations Michael McNulty and CFO Bridget Peterson.

- Business Office Updates
  - Conversation with Bridget Peterson and Michael McNulty
- Board and Superintendent Updates and Announcements
  - Regular Meeting of the Board of Education: Monday, January 22, 2024 at 6:30 pm in the District Office Board Room.
  - Negotiations Meeting: Thursday, January 25, 2024 at 4:30 pm in RMS-CES Conference Room 11.
  - Work Session of the Board of Education: Monday, February 5, 2024 at 6:30 pm in the District Office Board Room.
  - Regular Meeting of the Board of Education: Wednesday, February 21, 2024 at 6:30 pm in the District Office Board Room.

Adjourned 6:26 pm

Courtney Neibert  
Recorder

Jamie Hillstrom  
Clerk





**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject:** *Consent Bills Paid and Wires in January 2024*

Meeting Date: February 21, 2024

Prepared by: Mike McNulty

Date Prepared: February 12, 2024

Information       Briefing       Action       Enclosure Item(s)

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January 2024 Disbursements Paid (listings attached):

Fund 01 General Fund	\$812,130.11
Fund 02 Food Service	\$ 81,501.05
Fund 04 Community Services	\$ 57,211.18
Fund 06 Building Construction	\$359,503.08
Fund 07 Debt Redemption	\$ 0
Fund 21 Student Activities	\$ 13,665.60
Fund 45 OPEB Trust	\$ 0
 Total All Funds	 \$ 1,324,011.02

## Rockford ISD #0883 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
AS2		59995		Wire	1	2006	US GOVERNMENT		No	No	No	01/02/2024	121,057.95
AS2		59996		Wire	1	1962	MINNESOTA DEPT OF REVENUE		No	No	No	01/02/2024	20,445.36
AS2		59997		Wire	1	1937	PUBLIC EMPLOYEES RETIREMENT AS:		No	No	No	01/02/2024	24,544.73
AS2		60029		Wire	1	4050	AFLAC		No	No	No	01/02/2024	420.32
AS2		60030		Wire	1	5459	LEGAL SHIELD		No	No	No	01/02/2024	129.56
AS2		60031		Wire	1	2470	MSRS		No	No	No	01/02/2024	18,902.54
AS2		60032		Wire	1	7649	TSA CONSULTING GROUP, INC.		No	No	No	01/04/2024	34,618.96
AS2		60033		Wire	1	1938	TRA		No	No	No	01/02/2024	56,592.69
AS2		60090		Wire	1	1937	PUBLIC EMPLOYEES RETIREMENT AS:		No	No	No	01/16/2024	16,833.94
AS2		60091		Wire	1	1938	TRA		No	No	No	01/16/2024	54,719.44
AS2		60092		Wire	1	1962	MINNESOTA DEPT OF REVENUE		No	No	No	01/16/2024	15,980.18
AS2		60093		Wire	1	2006	US GOVERNMENT		No	No	No	01/16/2024	96,606.94
AS2		59292	105204	Check	1	8266	RAAA YOUTH WRESTLING		Yes	No	Yes	01/03/2024	(2,715.00)
AS2		60012	105796	Check	1	6623	ADVANCED IMAGING SOLUTIONS		Yes	No	No	01/05/2024	5,504.98
AS2		60028	105797	Check	1	8700	ARCC	Other	Yes	No	No	01/05/2024	1,400.00
AS2		59999	105798	Check	1	1180	CENTERPOINT ENERGY		Yes	No	No	01/05/2024	283.14
AS2		60000	105799	Check	1	1200	CUB FOODS - BUFFALO		Yes	No	No	01/05/2024	266.72
AS2		60013	105800	Check	1	6826	DAY, ROGER	Ind/Sole Proprietor	Yes	No	No	01/05/2024	140.00
AS2		60004	105801	Check	1	2159	DELANO PUBLIC SCHOOLS		Yes	No	No	01/05/2024	200.00
AS2		60010	105802	Check	1	6377	DISH		Yes	No	No	01/05/2024	124.09
AS2		60021	105803	Check	1	8265	DOMINO'S PIZZA		Yes	No	No	01/05/2024	82.80
AS2		60018	105804	Check	1	8000	ECLIPSE PAINTING, INC.		Yes	No	No	01/05/2024	4,100.00
AS2		60025	105805	Check	1	8656	EVERLAST CLIMBING	C Corporation	Yes	No	No	01/05/2024	111,779.00
AS2		60014	105806	Check	1	6872	GENERAL PARTS LLC		Yes	No	No	01/05/2024	1,801.11
AS2		60024	105807	Check	1	8595	GILBERT MECHANICAL CONTRACTOR:	LLC - Partnership	Yes	No	No	01/05/2024	21,184.29
AS2		60023	105808	Check	1	8576	GOPHER ACE	LLC - S Corp	Yes	No	No	01/05/2024	315.57
AS2		60015	105809	Check	1	7615	HASTY AWARDS		Yes	No	No	01/05/2024	308.80
AS2		59998	105810	Check	1	1102	JW PEPPER		Yes	No	No	01/05/2024	135.49
AS2		60007	105811	Check	1	4811	KUPHAL BRENT	Ind/Sole Proprietor	Yes	No	No	01/05/2024	140.00
AS2		60027	105812	Check	1	8698	MAPLE LAKE GYMNASTICS		Yes	No	No	01/05/2024	400.00
AS2		60002	105813	Check	1	1471	MCEA		Yes	No	No	01/05/2024	935.00
AS2		60016	105814	Check	1	7857	MCLEOD COMMUNITY SOLAR ONE LLC		Yes	No	No	01/05/2024	1,021.51
AS2		60017	105815	Check	1	7858	MEEKER COMMUNITY SOLAR ONE LLC		Yes	No	No	01/05/2024	1,378.85
AS2		60005	105816	Check	1	2216	MENARDS INC		Yes	No	No	01/05/2024	210.04
AS2		60026	105817	Check	1	8697	MN DEPARTMENT OF EDUCATION		Yes	No	No	01/05/2024	9,200.00
AS2		60001	105818	Check	1	1366	NEFF/JOSTENS		Yes	No	No	01/05/2024	3,765.94
AS2		60022	105819	Check	1	8266	RAAA YOUTH WRESTLING		Yes	No	No	01/05/2024	2,715.00
AS2		60006	105820	Check	1	3880	SCHERBER DREW		Yes	No	No	01/05/2024	140.00
AS2		60009	105821	Check	1	6282	SOUTHWEST METRO EDUCATIONAL C		Yes	No	No	01/05/2024	2,365.20

# Rockford ISD #0883 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
AS2		60011	105822	Check	1 6437		TASC		Yes	No	No	01/05/2024	34.50
AS2		60020	105823	Check	1 8261		TOTAL NETWORKX, INC.	S Corporation	Yes	No	No	01/05/2024	552.50
AS2		60008	105824	Check	1 5806		UNIVERSAL ATHLETICS SERVICES, INC		Yes	No	No	01/05/2024	51.94
AS2		60019	105825	Check	1 8253		VITALSIGNS	S Corporation	Yes	No	No	01/05/2024	3,580.00
AS2		60003	105826	Check	1 1841		WRIGHT TECHNICAL CENTER		Yes	No	No	01/05/2024	1,512.00
AS2		60034	105827	Check	1 2009		EDUCATION MINNESOTA ROCKFORD -		Yes	No	No	01/08/2024	10,750.10
AS2		60035	105828	Check	1 1644		ISD #883 EDUCATION FOUNDATION		Yes	No	No	01/08/2024	599.00
AS2		60036	105829	Check	1 1969		SCHOOL SERVICE EMPLOYEES		Yes	No	No	01/08/2024	1,815.36
AS2		60037	105830	Check	1 1215		XCEL ENERGY		Yes	No	No	01/11/2024	21,679.11
AS2		60073	105831	Check	1 8399		AMPION PBC	C Corporation	Yes	No	No	01/12/2024	166.09
AS2		60068	105832	Check	1 7981		AT&T MOBILITY		Yes	No	No	01/12/2024	38.23
AS2		60056	105833	Check	1 4692		BRAUN INTERTEC CORP		Yes	No	No	01/12/2024	192.25
AS2		60055	105834	Check	1 4581		BREAKDOWN SPORTS USA	S Corporation	Yes	No	No	01/12/2024	205.00
AS2		60084	105835	Check	1 8703		BURAU, MARCUS	Ind/Sole Proprietor	Yes	No	No	01/12/2024	170.00
AS2		60047	105836	Check	1 1285		BURG, JOHN	Ind/Sole Proprietor	Yes	No	No	01/12/2024	80.00
AS2		60046	105837	Check	1 1180		CENTERPOINT ENERGY		Yes	No	No	01/12/2024	10,099.62
AS2		60060	105838	Check	1 6727	remit	DAIKIN APPLIED		Yes	No	No	01/12/2024	1,491.00
AS2		60051	105839	Check	1 2028		DVS RENEWAL		Yes	No	No	01/12/2024	191.25
AS2		60071	105840	Check	1 8315		FREED, WILDER	Ind/Sole Proprietor	Yes	No	No	01/12/2024	40.00
AS2		60081	105841	Check	1 8595	remit	GILBERT MECHANICAL CONTRACTOR: LLC - Partnership		Yes	No	No	01/12/2024	7,172.90
AS2		60066	105842	Check	1 7738		GRANITE TELECOMMUNICATIONS, LLC		Yes	No	No	01/12/2024	873.84
AS2		60080	105843	Check	1 8566		H2I GROUP, INC.	S Corporation	Yes	No	No	01/12/2024	212,044.75
AS2		60057	105844	Check	1 6054	Food truck	HENNEPIN COUNTY TREASURER		Yes	No	No	01/12/2024	190.00
AS2		60052	105845	Check	1 2323		HOUSE OF PRINT		Yes	No	No	01/12/2024	4,260.80
AS2		60063	105846	Check	1 7627		KEGLER, MICHAEL	Ind/Sole Proprietor	Yes	No	No	01/12/2024	85.00
AS2		60065	105847	Check	1 7697		MARISELA V NELSON INTERPRETING		Yes	No	No	01/12/2024	30.00
AS2		60048	105848	Check	1 1394		MBNA/BUSINESS CARD		Yes	No	No	01/12/2024	6,360.19
AS2		60049	105849	Check	1 1394		MBNA/BUSINESS CARD		Yes	No	No	01/12/2024	138.44
AS2		60045	105850	Check	1 1039		MINNESOTA ELEVATOR, INC		Yes	No	No	01/12/2024	492.90
AS2		60059	105851	Check	1 6356		MITEL NETSOLUTIONS		Yes	No	No	01/12/2024	4,256.82
AS2		60067	105852	Check	1 7771	remit	MRI SOFTWARE, LLC		Yes	No	No	01/12/2024	188.00
AS2		60062	105853	Check	1 7432		NORTH HENNEPIN COMMUNITY COLLEGE		Yes	No	No	01/12/2024	9,549.40
AS2		60078	105854	Check	1 8515		PETERSEN, THEODORE	Ind/Sole Proprietor	Yes	No	No	01/12/2024	85.00
AS2		60083	105855	Check	1 8699		PLT SERVICES	S Corporation	Yes	No	No	01/12/2024	380.00
AS2		60082	105856	Check	1 8679		REICHEL, HARVEY	Ind/Sole Proprietor	Yes	No	No	01/12/2024	700.00
AS2		60074	105857	Check	1 8402		REPUBLIC SERVICES, INC.	C Corporation	Yes	No	No	01/12/2024	3,696.59
AS2		60077	105858	Check	1 8503	remit	RUSS DAVIS WHOLESale, INC.	S Corporation	Yes	No	No	01/12/2024	10,231.91
AS2		60076	105859	Check	1 8498		SCHMITT MUSIC ANOKA		Yes	No	No	01/12/2024	140.20
AS2		60085	105860	Check	1 8704		SCHULER, AMBER	Ind/Sole Proprietor	Yes	No	No	01/12/2024	135.00

## Rockford ISD #0883 Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
AS2		60079	105861	Check	1 8538		SEIFERT, LONNIE	Ind/Sole Proprietor	Yes	No	No	01/12/2024	140.00	
AS2		60072	105862	Check	1 8352		SIFFERLE, DELANEY	Ind/Sole Proprietor	Yes	No	No	01/12/2024	135.00	
AS2		60075	105863	Check	1 8409		SQUIRES, WALDSPURGER & MACE, P.		Yes	No	No	01/12/2024	26.50	
AS2		60054	105864	Check	1 4387		TAHER INC - BIN# 135092		Yes	No	No	01/12/2024	81,468.55	
AS2		60070	105865	Check	1 8261		TOTAL NETWORKX, INC.	S Corporation	Yes	No	No	01/12/2024	408.00	
AS2		60050	105866	Check	1 1909		TURCOTTE, AMBER	Ind/Sole Proprietor	Yes	No	No	01/12/2024	135.00	
AS2		60053	105867	Check	1 2513	REMIT	ULINE		Yes	No	No	01/12/2024	101.79	
AS2		60061	105868	Check	1 6834		URBAN, NICHOLAS	Ind/Sole Proprietor	Yes	No	No	01/12/2024	140.00	
AS2		60069	105869	Check	1 8128		WEBER, SAMUEL	Ind/Sole Proprietor	Yes	No	No	01/12/2024	140.00	
AS2		60064	105870	Check	1 7653		WROGE, DAVID	Ind/Sole Proprietor	Yes	No	No	01/12/2024	85.00	
AS2		60058	105871	Check	1 6120		ZAYO GROUP, LLC		Yes	No	No	01/12/2024	4,552.68	
AS2		60103	105872	Check	1 2237		BERGMANN, TROY	Ind/Sole Proprietor	Yes	No	No	01/19/2024	225.00	
AS2		60101	105873	Check	1 1285		BURG, JOHN	Ind/Sole Proprietor	Yes	No	No	01/19/2024	120.00	
AS2		60100	105874	Check	1 1180		CENTERPOINT ENERGY		Yes	No	No	01/19/2024	6,050.21	
AS2		60119	105875	Check	1 8355		CUB FOODS - MAPLE GROVE		Yes	No	No	01/19/2024	99.95	
AS2		60104	105876	Check	1 2368		FORD, DANIEL	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60112	105877	Check	1 7393		FRITZ, BRIAN	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60116	105878	Check	1 8134		HEMMANN, MICHAEL	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60118	105879	Check	1 8241		iHEALTH		Yes	No	No	01/19/2024	10,000.00	
AS2		60120	105880	Check	1 8361		KAMIDA CONCRETE CONSTRUCTION,	S Corporation	Yes	No	No	01/19/2024	2,221.00	
AS2		60105	105881	Check	1 4811		KUPHAL BRENT	Ind/Sole Proprietor	Yes	No	No	01/19/2024	85.00	
AS2		60110	105882	Check	1 6479		MAREK, MATTHEW	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60115	105883	Check	1 7697		MARISELA V NELSON INTERPRETING		Yes	No	No	01/19/2024	30.00	
AS2		60099	105884	Check	1 1014	remit1	MASA/MASE		Yes	No	No	01/19/2024	329.00	
AS2		60108	105885	Check	1 5795	remit 2	MEDCO SURGICAL SUPPLY SERVICE		Yes	No	No	01/19/2024	98.75	
AS2		60113	105886	Check	1 7608		MOYNAGH, ROBERT JR.	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60111	105887	Check	1 6517		MYLES, JOHN	Ind/Sole Proprietor	Yes	No	No	01/19/2024	120.00	
AS2		60114	105888	Check	1 7641		PERRY, JOHN	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60123	105889	Check	1 8715		PRATT, ELIZABETH	Ind/Sole Proprietor	Yes	No	No	01/19/2024	120.00	
AS2		60124	105890	Check	1 8716		SANDERSON, WILSON	Ind/Sole Proprietor	Yes	No	No	01/19/2024	60.00	
AS2		60117	105891	Check	1 8143		SCRIBBLES SOFTWARE	C Corporation	Yes	No	No	01/19/2024	108.00	
AS2		60121	105892	Check	1 8538		SEIFERT, LONNIE	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60107	105893	Check	1 5735		STRUMBEL, JENNIFER	Ind/Sole Proprietor	Yes	No	No	01/19/2024	200.00	
AS2		60122	105894	Check	1 8714		TECH SPEECH		Yes	No	No	01/19/2024	21.00	
AS2		60125	105895	Check	1 8717		THALMANN, ERIC	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60102	105896	Check	1 1828		TRAEN, TODD	Ind/Sole Proprietor	Yes	No	No	01/19/2024	140.00	
AS2		60106	105897	Check	1 5327		VIDMAR, GERALD <sup>16</sup>	Ind/Sole Proprietor	Yes	No	No	01/19/2024	225.00	
AS2		60109	105898	Check	1 6272		WAGNER, SUSANNE	Ind/Sole Proprietor	Yes	No	No	01/19/2024	50.00	
AS2		60128	105899	Check	1 1219		APEC		Yes	No	No	01/19/2024	2,480.29	

## Rockford ISD #0883 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
AS2		60140	105900	Check	1	8140	BLOMDAHL, KRISTA	Ind/Sole Proprietor	Yes	No	No	01/19/2024	78.00
AS2		60144	105901	Check	1	8705	CRAIG, JILL	Ind/Sole Proprietor	Yes	No	No	01/19/2024	98.00
AS2		60145	105902	Check	1	8706	DOLDER, TARA	Ind/Sole Proprietor	Yes	No	No	01/19/2024	98.00
AS2		60146	105903	Check	1	8707	HAY, GINA	Ind/Sole Proprietor	Yes	No	No	01/19/2024	42.50
AS2		60147	105904	Check	1	8708	HENNEN, GABRIELLE	Ind/Sole Proprietor	Yes	No	No	01/19/2024	350.00
AS2		60148	105905	Check	1	8709	JACOBSON, SAM	Ind/Sole Proprietor	Yes	No	No	01/19/2024	85.00
AS2		60137	105906	Check	1	7638	JACOBSON, WAYNE	Ind/Sole Proprietor	Yes	No	No	01/19/2024	85.00
AS2		60127	105907	Check	1	1102	JW PEPPER		Yes	No	No	01/19/2024	8.99
AS2		60149	105908	Check	1	8710	KOEHLER, LINDSEY	Ind/Sole Proprietor	Yes	No	No	01/19/2024	98.00
AS2		60130	105909	Check	1	4811	KUPHAL BRENT	Ind/Sole Proprietor	Yes	No	No	01/19/2024	85.00
AS2		60138	105910	Check	1	7697	MARISELA V NELSON INTERPRETING		Yes	No	No	01/19/2024	125.00
AS2		60150	105911	Check	1	8711	MOORMAN, MELISSA	Ind/Sole Proprietor	Yes	No	No	01/19/2024	42.50
AS2		60151	105912	Check	1	8712	MURPHY, MARIA	Ind/Sole Proprietor	Yes	No	No	01/19/2024	118.00
AS2		60135	105913	Check	1	6913	NEE INVESTMENT 9, LLC		Yes	No	No	01/19/2024	204.59
AS2		60141	105914	Check	1	8144	OXFORD UNIVERSITY PRESS USA		Yes	No	No	01/19/2024	5,032.67
AS2		60129	105915	Check	1	2398	PERFORMANCE TOURS		Yes	No	No	01/19/2024	212.00
AS2		60132	105916	Check	1	5796	REGENTS OF THE UNIVERSITY OF MINN		Yes	No	No	01/19/2024	105.00
AS2		60143	105917	Check	1	8498	SCHMITT MUSIC ANOKA		Yes	No	No	01/19/2024	765.44
AS2		60126	105918	Check	1	1091	SCHMITT MUSIC CENTER		Yes	No	No	01/19/2024	40.00
AS2		60134	105919	Check	1	6279	SHI INTERNATIONAL CORP.		Yes	No	No	01/19/2024	6,577.00
AS2		60136	105920	Check	1	7545	TEACHERS ON CALL		Yes	No	No	01/19/2024	3,874.78
AS2		60139	105921	Check	1	7778	TEAMWORKS INTERNATIONAL, INC		Yes	No	No	01/19/2024	350.00
AS2		60131	105922	Check	1	5149	TOLL COMPANY		Yes	No	No	01/19/2024	348.51
AS2		60142	105923	Check	1	8261	TOTAL NETWORKX, INC.	S Corporation	Yes	No	No	01/19/2024	7,700.00
AS2		60152	105924	Check	1	8713	TULLY, BRIDGET	Ind/Sole Proprietor	Yes	No	No	01/19/2024	139.00
AS2		60133	105925	Check	1	5806	UNIVERSAL ATHLETICS SERVICES, INC		Yes	No	No	01/19/2024	3,789.00
AS2		60165	105926	Check	1	4335	4 POINT 0 SCHOOL SERVICES		Yes	No	No	01/22/2024	38,823.46
AS2		60166	105927	Check	1	4335	4 POINT 0 SCHOOL SERVICES		Yes	No	No	01/22/2024	13,497.36
AS2		60172	105928	Check	1	6623	remit ADVANCED IMAGING SOLUTIONS		Yes	No	No	01/22/2024	240.00
AS2		60157	105929	Check	1	1219	APEC		Yes	No	No	01/22/2024	2,877.32
AS2		60187	105930	Check	1	8720	BOWEN, JOHN	Ind/Sole Proprietor	Yes	No	No	01/22/2024	100.00
AS2		60153	105931	Check	1	1054	remit CAROLINA BIOLOGICAL SUPPLY		Yes	No	No	01/22/2024	60.60
AS2		60188	105932	Check	1	8721	CHANHASSEN HIGH SCHOOL BOOSTER		Yes	No	No	01/22/2024	74.00
AS2		60181	105933	Check	1	8376	CITY OF MINNETONKA		Yes	No	No	01/22/2024	239.03
AS2		60180	105934	Check	1	8265	remit DOMINO'S PIZZA		Yes	No	No	01/22/2024	96.33
AS2		60173	105935	Check	1	6872	GENERAL PARTS LLC		Yes	No	No	01/22/2024	1,991.02
AS2		60185	105936	Check	1	8595	remit GILBERT MECHANICAL CONTRACTOR: LLC - Partnership		Yes	No	No	01/22/2024	1,171.50
AS2		60162	105937	Check	1	2150	GOPHER STAGE LIGHTING		Yes	No	No	01/22/2024	623.50
AS2		60184	105938	Check	1	8566	H2I GROUP, INC.	S Corporation	Yes	No	No	01/22/2024	9,400.00

## Rockford ISD #0883 Payment Reg by Bank and Check

											Pay/Void		
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount
AS2		60179	105939	Check	1	7878	HERITAGE EMBROIDERY & DESIGN		Yes	No	No	01/22/2024	2,297.50
AS2		60175	105940	Check	1	7661	HILLER COMMERCIAL FLOORS		Yes	No	No	01/22/2024	12,386.20
AS2		60167	105941	Check	1	5165	remit ICS CONSULTING, LLC - 138006		Yes	No	No	01/22/2024	43,275.25
AS2		60164	105942	Check	1	3679	remit INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	01/22/2024	100.89
AS2		60155	105943	Check	1	1102	JW PEPPER		Yes	No	No	01/22/2024	6.00
AS2		60176	105944	Check	1	7697	MARISELA V NELSON INTERPRETING		Yes	No	No	01/22/2024	90.00
AS2		60182	105945	Check	1	8384	MINNESOTA TRUE TEAM TRACK		Yes	No	No	01/22/2024	170.00
AS2		60168	105946	Check	1	5330	OVERHEAD DOOR CO. OF THE NORTH-		Yes	No	No	01/22/2024	5,232.00
AS2		60160	105947	Check	1	1683	PUSH PEDAL PULL		Yes	No	No	01/22/2024	55.00
AS2		60163	105948	Check	1	2537	REGION V		Yes	No	No	01/22/2024	6,229.25
AS2		60156	105949	Check	1	1152	RESOURCE TRAINING & SOLUTIONS		Yes	No	No	01/22/2024	150.00
AS2		60169	105950	Check	1	6082	SAM'S LAWN & LANDSCAPE, INC.		Yes	No	No	01/22/2024	6,014.35
AS2		60183	105951	Check	1	8518	SCHLENNER WENNER & CO.	S Corporation	Yes	No	No	01/22/2024	29,000.00
AS2		60154	105952	Check	1	1091	SCHMITT MUSIC CENTER		Yes	No	No	01/22/2024	1.00
AS2		60170	105953	Check	1	6279	SHI INTERNATIONAL CORP.		Yes	No	No	01/22/2024	7,069.40
AS2		60158	105954	Check	1	1379	SHIFFLER		Yes	No	No	01/22/2024	69.88
AS2		60186	105955	Check	1	8693	STERNE, MEGAN	Ind/Sole Proprietor	Yes	No	No	01/22/2024	100.00
AS2		60171	105956	Check	1	6437	TASC		Yes	No	No	01/22/2024	125.00
AS2		60177	105957	Check	1	7780	REMIT TEACHER SYNERGY, LLC		Yes	No	No	01/22/2024	79.79
AS2		60174	105958	Check	1	7545	TEACHERS ON CALL		Yes	No	No	01/22/2024	5,792.20
AS2		60178	105959	Check	1	7786	REMIT TERRAFORM PHOENIX II ARCADIA		Yes	No	No	01/22/2024	92.73
AS2		60159	105960	Check	1	1416	WRIGHT COUNTY JOURNAL PRESS		Yes	No	No	01/22/2024	59.00
AS2		60161	105961	Check	1	1841	WRIGHT TECHNICAL CENTER		Yes	No	No	01/22/2024	2,668.82
AS2		60198	105962	Check	1	5853	remit ALL STATE COMMUNICATIONS, INC		Yes	No	No	01/26/2024	1,300.00
AS2		60192	105963	Check	1	2237	BERGMANN, TROY	Ind/Sole Proprietor	Yes	No	No	01/26/2024	85.00
AS2		60210	105964	Check	1	8703	BURAU, MARCUS	Ind/Sole Proprietor	Yes	No	No	01/26/2024	100.00
AS2		60196	105965	Check	1	5507	CITY OF GREENFIELD WATER & SEWE		Yes	No	No	01/26/2024	928.76
AS2		60200	105966	Check	1	6826	DAY, ROGER	Ind/Sole Proprietor	Yes	No	No	01/26/2024	140.00
AS2		60204	105967	Check	1	7820	GOLDEN KNIGHT GYMNASTICS		Yes	No	No	01/26/2024	400.00
AS2		60202	105968	Check	1	7681	INTERNATIONAL BACCALAUREATE OF		Yes	No	No	01/26/2024	157.00
AS2		60189	105969	Check	1	1102	JW PEPPER		Yes	No	No	01/26/2024	221.91
AS2		60201	105970	Check	1	7627	KEGLER, MICHAEL	Ind/Sole Proprietor	Yes	No	No	01/26/2024	100.00
AS2		60194	105971	Check	1	4811	KUPHAL BRENT	Ind/Sole Proprietor	Yes	No	No	01/26/2024	140.00
AS2		60203	105972	Check	1	7697	MARISELA V NELSON INTERPRETING		Yes	No	No	01/26/2024	210.00
AS2		60191	105973	Check	1	2216	MENARDS INC		Yes	No	No	01/26/2024	1,565.21
AS2		60199	105974	Check	1	6517	MYLES, JOHN	Ind/Sole Proprietor	Yes	No	No	01/26/2024	80.00
AS2		60207	105975	Check	1	8508	NEW LOOK CONTRACTING, INC	S Corporation	Yes	No	No	01/26/2024	30,911.83
AS2		60213	105976	Check	1	8723	PAYROLLORG		Yes	No	No	01/26/2024	299.00
AS2		60208	105977	Check	1	8574	RADYSYUK, RUSLANA	Ind/Sole Proprietor	Yes	No	No	01/26/2024	189.40

## Rockford ISD #0883 Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
AS2		60209	105978	Check	1	8677	REV ROBOTICS LLC	LLC - S Corp	Yes	No	No	01/26/2024	411.69
AS2		60190	105979	Check	1	2086	REMIT2 RIVERSIDE INSIGHTS		Yes	No	No	01/26/2024	350.52
AS2		60211	105980	Check	1	8716	SANDERSON, WILSON	Ind/Sole Proprietor	Yes	No	No	01/26/2024	45.00
AS2		60193	105981	Check	1	3880	SCHERBER DREW		Yes	No	No	01/26/2024	140.00
AS2		60197	105982	Check	1	5735	STRUMBEL, JENNIFER	Ind/Sole Proprietor	Yes	No	No	01/26/2024	80.00
AS2		60205	105983	Check	1	8170	remit US BANCORP GOVN'T LEASING & FINA	C Corporation	Yes	No	No	01/26/2024	7,569.12
AS2		60206	105984	Check	1	8391	US OMNI & TSACG COMPLIANCE SERV	C Corporation	Yes	No	No	01/26/2024	256.96
AS2		60195	105985	Check	1	5327	VIDMAR, GERALD	Ind/Sole Proprietor	Yes	No	No	01/26/2024	85.00
AS2		60212	105986	Check	1	8722	WILLIAMS, BECKY		Yes	No	No	01/26/2024	32.50
AS2		60217	105987	Check	1	1192	VERIZON WIRELESS		Yes	No	No	01/30/2024	340.31

Bank Total: \$1,320,380.12

Report Total: \$1,320,380.12

# Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000			F		Cash & Cash Equiv	0883	59995	AS2	1	2006		US GOVERNMENT	202407	0883	9018	0.00	120,457.71	
										0883	59995	AS2	1	2006		US GOVERNMENT	202407	0883	9018	0.00	600.24	
										0883	59996	AS2	1	1962		MINNESOTA DEPT OF I	202407	0883	9018	0.00	20,445.36	
										0883	59997	AS2	1	1937		PUBLIC EMPLOYEES R	202407	0883	9018	0.00	24,544.73	
										0883	59998	AS2	1	1102		JW PEPPER	202407	0883	9018	0.00	32.50	
										0883	59998	AS2	1	1102		JW PEPPER	202407	0883	9018	0.00	102.99	
										0883	59999	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9018	0.00	27.92	
										0883	59999	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9018	0.00	255.22	
										0883	60000	AS2	1	1200		CUB FOODS - BUFFALC	202407	0883	9018	0.00	63.77	
										0883	60000	AS2	1	1200		CUB FOODS - BUFFALC	202407	0883	9018	0.00	23.76	
										0883	60000	AS2	1	1200		CUB FOODS - BUFFALC	202407	0883	9018	0.00	55.60	
										0883	60000	AS2	1	1200		CUB FOODS - BUFFALC	202407	0883	9018	0.00	123.59	
										0883	60001	AS2	1	1366		NEFF/JOSTENS	202407	0883	9018	0.00	3,765.94	
										0883	60003	AS2	1	1841		WRIGHT TECHNICAL C	202407	0883	9018	0.00	1,512.00	
										0883	60005	AS2	1	2216		MENARDS INC	202407	0883	9018	0.00	50.88	
										0883	60005	AS2	1	2216		MENARDS INC	202407	0883	9018	0.00	159.16	
										0883	60006	AS2	1	3880		SCHERBER DREW	202407	0883	9018	0.00	140.00	
										0883	60007	AS2	1	4811		KUPHAL BRENT	202407	0883	9018	0.00	140.00	
										0883	60008	AS2	1	5806		UNIVERSAL ATHLETIC	202407	0883	9018	0.00	51.94	
										0883	60009	AS2	1	6282		SOUTHWEST METRO E	202407	0883	9018	0.00	2,365.20	
										0883	60011	AS2	1	6437		TASC	202407	0883	9018	0.00	34.50	
										0883	60012	AS2	1	6623		ADVANCED IMAGING S	202407	0883	9018	0.00	5,504.98	
										0883	60013	AS2	1	6826		DAY, ROGER	202407	0883	9018	0.00	140.00	
										0883	60014	AS2	1	6872		GENERAL PARTS LLC	202407	0883	9018	0.00	1,801.11	
										0883	60016	AS2	1	7857		MCLEOD COMMUNITY	202407	0883	9018	0.00	1,021.51	
										0883	60017	AS2	1	7858		MEEKER COMMUNITY	202407	0883	9018	0.00	1,378.85	
										0883	60018	AS2	1	8000		ECLIPSE PAINTING, IN	202407	0883	9018	0.00	4,100.00	
										0883	60019	AS2	1	8253		VITALSIGNS	202407	0883	9018	0.00	3,580.00	
										0883	60020	AS2	1	8261		TOTAL NETWORKX, INC	202407	0883	9018	0.00	552.50	
										0883	60023	AS2	1	8576		GOPHER ACE	202407	0883	9018	0.00	130.49	
										0883	60023	AS2	1	8576		GOPHER ACE	202407	0883	9018	0.00	54.50	
										0883	60023	AS2	1	8576		GOPHER ACE	202407	0883	9018	0.00	130.58	
										0883	60024	AS2	1	8595	remit	GILBERT MECHANICAL	202407	0883	9018	0.00	1,184.29	
										0883	60024	AS2	1	8595	remit	GILBERT MECHANICAL	202407	0883	9018	0.00	20,000.00	
										0883	60026	AS2	1	8697		MN DEPARTMENT OF E	202407	0883	9018	0.00	9,200.00	
										0883	60028	AS2	1	8700		ARCC	202407	0883	9018	0.00	1,400.00	
										0883	60029	AS2	1	4050		AFLAC	202407	0883	9018	0.00	210.16	
										0883	60029	AS2	1	4050		AFLAC	202407	0883	9018	0.00	210.16	

## Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000			F		Cash & Cash Equiv	0883	60030	AS2	1	5459		LEGAL SHIELD	202407	0883	9018		0.00	64.78
										0883	60030	AS2	1	5459		LEGAL SHIELD	202407	0883	9018		0.00	64.78
										0883	60031	AS2	1	2470		MSRS	202407	0883	9018		0.00	9,501.27
										0883	60031	AS2	1	2470		MSRS	202407	0883	9018		0.00	9,401.27
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	8,035.13
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	3,959.10
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	7,953.13
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	3,574.76
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	3,622.98
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	3,899.10
										0883	60032	AS2	1	7649		TSA CONSULTING GRC	202407	0883	9018		0.00	3,574.76
										0883	60033	AS2	1	1938		TRA	202407	0883	9060		840.90	0.00
										0883	60033	AS2	1	1938		TRA	202407	0883	9060		0.00	57,433.59
										0883	60034	AS2	1	2009		EDUCATION MINNESO	202407	0883	9060		0.00	5,375.05
										0883	60034	AS2	1	2009		EDUCATION MINNESO	202407	0883	9060		0.00	5,375.05
										0883	60035	AS2	1	1644		ISD #883 EDUCATION F	202407	0883	9060		0.00	299.50
										0883	60035	AS2	1	1644		ISD #883 EDUCATION F	202407	0883	9060		0.00	299.50
										0883	60036	AS2	1	1969		SCHOOL SERVICE EMF	202407	0883	9060		0.00	907.68
										0883	60036	AS2	1	1969		SCHOOL SERVICE EMF	202407	0883	9060		0.00	907.68
										0883	60037	AS2	1	1215		XCEL ENERGY	202407	0883	9060		0.00	21,679.11
										0883	60045	AS2	1	1039		MINNESOTA ELEVATO	202407	0883	9060		0.00	492.90
										0883	60046	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9060		0.00	575.98
										0883	60046	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9060		0.00	524.43
										0883	60046	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9060		0.00	8,999.21
										0883	60047	AS2	1	1285		BURG, JOHN	202407	0883	9060		0.00	80.00
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	160.61
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	735.24
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	61.99
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	32.98
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	230.56
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	642.41
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	1,531.67
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	16.48
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	59.98
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	1,088.86
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	26.71
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	340.39
										0883	60048	AS2	1	1394		MBNA/BUSINESS CAR	202407	0883	9060		0.00	105.28

## Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000			F		Cash & Cash Equiv	0883	60048	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060	0.00	197.03	
										0883	60048	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060	0.00	42.99	
										0883	60048	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060	0.00	94.33	
										0883	60049	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060	0.00	138.44	
										0883	60050	AS2	1	1909		TURCOTTE, AMBER	202407	0883	9060	0.00	135.00	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60051	AS2	1	2028		DVS RENEWAL	202407	0883	9060	0.00	21.25	
										0883	60052	AS2	1	2323		HOUSE OF PRINT	202407	0883	9060	0.00	4,260.80	
										0883	60053	AS2	1	2513		REMI ULINE	202407	0883	9060	0.00	101.79	
										0883	60055	AS2	1	4581		BREAKDOWN SPORTS	202407	0883	9060	0.00	205.00	
										0883	60057	AS2	1	6054	Food	HENNEPIN COUNTY TR	202407	0883	9060	0.00	190.00	
										0883	60058	AS2	1	6120		ZAYO GROUP, LLC	202407	0883	9060	0.00	4,552.68	
										0883	60059	AS2	1	6356		MITEL NETSOLUTIONS	202407	0883	9060	0.00	4,256.82	
										0883	60060	AS2	1	6727	remit	DAIKIN APPLIED	202407	0883	9060	0.00	1,491.00	
										0883	60061	AS2	1	6834		URBAN, NICHOLAS	202407	0883	9060	0.00	140.00	
										0883	60062	AS2	1	7432		NORTH HENNEPIN COI	202407	0883	9060	0.00	9,549.40	
										0883	60063	AS2	1	7627		KEGLER, MICHAEL	202407	0883	9060	0.00	85.00	
										0883	60064	AS2	1	7653		WROGE, DAVID	202407	0883	9060	0.00	85.00	
										0883	60065	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060	0.00	30.00	
										0883	60066	AS2	1	7738		GRANITE TELECOMMU	202407	0883	9060	0.00	873.84	
										0883	60067	AS2	1	7771	remit	MRI SOFTWARE, LLC	202407	0883	9060	0.00	174.00	
										0883	60068	AS2	1	7981		AT&T MOBILITY	202407	0883	9060	0.00	38.23	
										0883	60069	AS2	1	8128		WEBER, SAMUEL	202407	0883	9060	0.00	140.00	
										0883	60070	AS2	1	8261		TOTAL NETWORKX, INC	202407	0883	9060	0.00	408.00	
										0883	60071	AS2	1	8315		FREED, WILDER	202407	0883	9060	0.00	40.00	
										0883	60072	AS2	1	8352		SIFFERLE, DELANEY	202407	0883	9060	0.00	135.00	
										0883	60073	AS2	1	8399		AMPION PBC	202407	0883	9060	0.00	166.09	
										0883	60074	AS2	1	8402		REPUBLIC SERVICES, I	202407	0883	9060	0.00	3,696.59	
										0883	60075	AS2	221	8409		SQUIRES, WALDSPUR	202407	0883	9060	0.00	26.50	
										0883	60076	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	46.20	
										0883	60076	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	94.00	

# Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000			F		Cash & Cash Equiv	0883	60078	AS2	1	8515		PETERSEN, THEODOR	202407	0883	9060	0.00	85.00	
										0883	60079	AS2	1	8538		SEIFERT, LONNIE	202407	0883	9060	0.00	140.00	
										0883	60081	AS2	1	8595	remit	GILBERT MECHANICAL	202407	0883	9060	0.00	7,172.90	
										0883	60082	AS2	1	8679		REICHEL, HARVEY	202407	0883	9060	0.00	700.00	
										0883	60083	AS2	1	8699		PLT SERVICES	202407	0883	9060	0.00	380.00	
										0883	60084	AS2	1	8703		BURAU, MARCUS	202407	0883	9060	0.00	170.00	
										0883	60085	AS2	1	8704		SCHULER, AMBER	202407	0883	9060	0.00	135.00	
										0883	60090	AS2	1	1937		PUBLIC EMPLOYEES R	202407	0883	9060	0.00	16,833.94	
										0883	60091	AS2	1	1938		TRA	202407	0883	9060	0.00	54,719.44	
										0883	60092	AS2	1	1962		MINNESOTA DEPT OF I	202407	0883	9060	0.00	15,980.18	
										0883	60093	AS2	1	2006		US GOVERNMENT	202407	0883	9060	0.00	96,606.94	
										0883	60099	AS2	1	1014	remit	MASA/MASE	202407	0883	9060	0.00	329.00	
										0883	60100	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9060	0.00	2,244.23	
										0883	60100	AS2	1	1180		CENTERPOINT ENERG	202407	0883	9060	0.00	3,805.98	
										0883	60101	AS2	1	1285		BURG, JOHN	202407	0883	9060	0.00	120.00	
										0883	60102	AS2	1	1828		TRAEN, TODD	202407	0883	9060	0.00	140.00	
										0883	60103	AS2	1	2237		BERGMANN, TROY	202407	0883	9060	0.00	85.00	
										0883	60103	AS2	1	2237		BERGMANN, TROY	202407	0883	9060	0.00	140.00	
										0883	60104	AS2	1	2368		FORD, DANIEL	202407	0883	9060	0.00	140.00	
										0883	60105	AS2	1	4811		KUPHAL BRENT	202407	0883	9060	0.00	85.00	
										0883	60106	AS2	1	5327		VIDMAR, GERALD	202407	0883	9060	0.00	85.00	
										0883	60106	AS2	1	5327		VIDMAR, GERALD	202407	0883	9060	0.00	140.00	
										0883	60107	AS2	1	5735		STRUMBEL, JENNIFER	202407	0883	9060	0.00	80.00	
										0883	60107	AS2	1	5735		STRUMBEL, JENNIFER	202407	0883	9060	0.00	120.00	
										0883	60108	AS2	1	5795	remit	MEDCO SURGICAL SUF	202407	0883	9060	0.00	98.75	
										0883	60109	AS2	1	6272		WAGNER, SUSANNE	202407	0883	9060	0.00	50.00	
										0883	60110	AS2	1	6479		MAREK, MATTHEW	202407	0883	9060	0.00	140.00	
										0883	60111	AS2	1	6517		MYLES, JOHN	202407	0883	9060	0.00	120.00	
										0883	60112	AS2	1	7393		FRITZ, BRIAN	202407	0883	9060	0.00	140.00	
										0883	60113	AS2	1	7608		MOYNAGH, ROBERT JF	202407	0883	9060	0.00	140.00	
										0883	60114	AS2	1	7641		PERRY, JOHN	202407	0883	9060	0.00	140.00	
										0883	60115	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060	0.00	30.00	
										0883	60116	AS2	1	8134		HEMMANN, MICHAEL	202407	0883	9060	0.00	140.00	
										0883	60117	AS2	1	8143		SCRIBBLES SOFTWARE	202407	0883	9060	0.00	108.00	
										0883	60118	AS2	1	8241		iHEALTH	202407	0883	9060	0.00	10,000.00	
										0883	60120	AS2	231	8361		KAMIDA CONCRETE CC	202407	0883	9060	0.00	2,221.00	
										0883	60121	AS2	1	8538		SEIFERT, LONNIE	202407	0883	9060	0.00	140.00	
										0883	60122	AS2	1	8714		TECH SPEECH	202407	0883	9060	0.00	21.00	

# Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000			F		Cash & Cash Equiv	0883	60123	AS2	1	8715		PRATT, ELIZABETH	202407	0883	9060	0.00	120.00	
										0883	60124	AS2	1	8716		SANDERSON, WILSON	202407	0883	9060	0.00	60.00	
										0883	60125	AS2	1	8717		THALMANN, ERIC	202407	0883	9060	0.00	140.00	
										0883	60126	AS2	1	1091		SCHMITT MUSIC CENT	202407	0883	9060	0.00	40.00	
										0883	60127	AS2	1	1102		JW PEPPER	202407	0883	9060	0.00	8.99	
										0883	60128	AS2	1	1219		APEC	202407	0883	9060	0.00	2,480.29	
										0883	60130	AS2	1	4811		KUPHAL BRENT	202407	0883	9060	0.00	85.00	
										0883	60131	AS2	1	5149		TOLL COMPANY	202407	0883	9060	0.00	310.38	
										0883	60131	AS2	1	5149		TOLL COMPANY	202407	0883	9060	0.00	38.13	
										0883	60133	AS2	1	5806		UNIVERSAL ATHLETIC	202407	0883	9060	0.00	3,789.00	
										0883	60134	AS2	1	6279		SHI INTERNATIONAL C	202407	0883	9060	0.00	90.00	
										0883	60134	AS2	1	6279		SHI INTERNATIONAL C	202407	0883	9060	0.00	6,487.00	
										0883	60135	AS2	1	6913		NEE INVESTMENT 9, LL	202407	0883	9060	0.00	82.06	
										0883	60135	AS2	1	6913		NEE INVESTMENT 9, LL	202407	0883	9060	0.00	122.53	
										0883	60136	AS2	1	7545		TEACHERS ON CALL	202407	0883	9060	0.00	3,874.78	
										0883	60137	AS2	1	7638		JACOBSON, WAYNE	202407	0883	9060	0.00	85.00	
										0883	60138	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060	0.00	35.00	
										0883	60138	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060	0.00	90.00	
										0883	60139	AS2	1	7778		TEAMWORKS INTERN	202407	0883	9060	0.00	350.00	
										0883	60140	AS2	1	8140		BLOMDAHL, KRISTA	202407	0883	9060	0.00	78.00	
										0883	60141	AS2	1	8144		OXFORD UNIVERSITY F	202407	0883	9060	0.00	5,032.67	
										0883	60142	AS2	1	8261		TOTAL NETWORK, INC	202407	0883	9060	0.00	7,700.00	
										0883	60143	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	49.00	
										0883	60143	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	220.12	
										0883	60143	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	61.32	
										0883	60143	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	197.00	
										0883	60143	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	136.00	
										0883	60143	AS2	1	8498		SCHMITT MUSIC ANOK	202407	0883	9060	0.00	102.00	
										0883	60144	AS2	1	8705		CRAIG, JILL	202407	0883	9060	0.00	98.00	
										0883	60145	AS2	1	8706		DOLDER, TARA	202407	0883	9060	0.00	98.00	
										0883	60146	AS2	1	8707		HAY, GINA	202407	0883	9060	0.00	42.50	
										0883	60147	AS2	1	8708		HENNEN, GABRIELLE	202407	0883	9060	0.00	350.00	
										0883	60148	AS2	1	8709		JACOBSON, SAM	202407	0883	9060	0.00	85.00	
										0883	60149	AS2	1	8710		KOEHLER, LINDSEY	202407	0883	9060	0.00	98.00	
										0883	60150	AS2	1	8711		MOORMAN, MELISSA	202407	0883	9060	0.00	42.50	
										0883	60151	AS2	1	8712		MURPHY, MARIA	202407	0883	9060	0.00	118.00	
										0883	60152	AS2	1	8713		TULLY, BRIDGET	202407	0883	9060	0.00	139.00	
										0883	60153	AS2	1	1054	remit	CAROLINA BIOLOGICAL	202407	0883	9060	0.00	60.60	

# Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount
0883	B	01	101	000			F		Cash & Cash Equiv	0883	60154	AS2	1	1091		SCHMITT MUSIC CENT	202407	0883	9060	0.00	1.00	
										0883	60155	AS2	1	1102		JW PEPPER	202407	0883	9060	0.00	6.00	
										0883	60156	AS2	1	1152		RESOURCE TRAINING	202407	0883	9060	0.00	150.00	
										0883	60157	AS2	1	1219		APEC	202407	0883	9060	0.00	1,344.45	
										0883	60157	AS2	1	1219		APEC	202407	0883	9060	0.00	1,532.87	
										0883	60158	AS2	1	1379		SHIFFLER	202407	0883	9060	0.00	69.88	
										0883	60159	AS2	1	1416		WRIGHT COUNTY JOUI	202407	0883	9060	0.00	59.00	
										0883	60161	AS2	1	1841		WRIGHT TECHNICAL C	202407	0883	9060	0.00	1,579.20	
										0883	60161	AS2	1	1841		WRIGHT TECHNICAL C	202407	0883	9060	0.00	1,089.62	
										0883	60162	AS2	1	2150		GOPHER STAGE LIGHT	202407	0883	9060	0.00	623.50	
										0883	60163	AS2	1	2537		REGION V	202407	0883	9060	0.00	6,229.25	
										0883	60165	AS2	1	4335		4 POINT 0 SCHOOL SEI	202407	0883	9060	0.00	37,783.91	
										0883	60166	AS2	1	4335		4 POINT 0 SCHOOL SEI	202407	0883	9060	0.00	13,156.54	
										0883	60168	AS2	1	5330		OVERHEAD DOOR CO.	202407	0883	9060	0.00	5,232.00	
										0883	60169	AS2	1	6082		SAM'S LAWN & LANDS	202407	0883	9060	0.00	6,014.35	
										0883	60170	AS2	1	6279		SHI INTERNATIONAL C	202407	0883	9060	0.00	7,069.40	
										0883	60171	AS2	1	6437		TASC	202407	0883	9060	0.00	125.00	
										0883	60172	AS2	1	6623	remit	ADVANCED IMAGING S	202407	0883	9060	0.00	240.00	
										0883	60173	AS2	1	6872		GENERAL PARTS LLC	202407	0883	9060	0.00	1,991.02	
										0883	60174	AS2	1	7545		TEACHERS ON CALL	202407	0883	9060	0.00	2,071.80	
										0883	60174	AS2	1	7545		TEACHERS ON CALL	202407	0883	9060	0.00	3,720.40	
										0883	60175	AS2	1	7661		HILLER COMMERCIAL F	202407	0883	9060	0.00	12,386.20	
										0883	60176	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060	0.00	30.00	
										0883	60176	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060	0.00	30.00	
										0883	60177	AS2	1	7780	REMI	TEACHER SYNERGY, L	202407	0883	9060	0.00	79.79	
										0883	60178	AS2	1	7786	REMI	TERRAFORM PHOENIX	202407	0883	9060	0.00	92.73	
										0883	60180	AS2	1	8265	remit	DOMINO'S PIZZA	202407	0883	9060	0.00	96.33	
										0883	60181	AS2	1	8376		CITY OF MINNETONKA	202407	0883	9060	0.00	239.03	
										0883	60182	AS2	1	8384		MINNESOTA TRUE TEA	202407	0883	9060	0.00	170.00	
										0883	60183	AS2	1	8518		SCHLENNER WENNER	202407	0883	9060	0.00	29,000.00	
										0883	60185	AS2	1	8595	remit	GILBERT MECHANICAL	202407	0883	9060	0.00	531.50	
										0883	60185	AS2	1	8595	remit	GILBERT MECHANICAL	202407	0883	9060	0.00	640.00	
										0883	60187	AS2	1	8720		BOWEN, JOHN	202407	0883	9060	0.00	100.00	
										0883	60188	AS2	1	8721		CHANHASSEN HIGH SC	202407	0883	9060	0.00	74.00	
										0883	60189	AS2	1	1102		JW PEPPER	202407	0		0.00	221.91	
										0883	60190	AS2	25	1	2086	REMI	RIVERSIDE INSIGHTS	202407	0		0.00	350.52
										0883	60191	AS2	1	2216		MENARDS INC	202407	0		0.00	358.92	
										0883	60191	AS2	1	2216		MENARDS INC	202407	0		0.00	587.12	

## Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount																				
0883	B	01	101	000			F		Cash & Cash Equiv	0883	60191	AS2	1	2216		MENARDS INC	202407		0		0.00	95.06																				
										0883	60191	AS2	1	2216		MENARDS INC	202407		0		0.00	599.11																				
										0883	60191	AS2	1	2216		MENARDS INC	202407		0		75.00	0.00																				
										0883	60192	AS2	1	2237		BERGMANN, TROY	202407		0		0.00	85.00																				
										0883	60193	AS2	1	3880		SCHERBER DREW	202407		0		0.00	140.00																				
										0883	60194	AS2	1	4811		KUPHAL BRENT	202407		0		0.00	140.00																				
										0883	60195	AS2	1	5327		VIDMAR, GERALD	202407		0		0.00	85.00																				
										0883	60196	AS2	1	5507		CITY OF GREENFIELD	202407		0		0.00	33.00																				
										0883	60196	AS2	1	5507		CITY OF GREENFIELD	202407		0		0.00	895.76																				
										0883	60197	AS2	1	5735		STRUMBEL, JENNIFER	202407		0		0.00	80.00																				
										0883	60199	AS2	1	6517		MYLES, JOHN	202407		0		0.00	80.00																				
										0883	60200	AS2	1	6826		DAY, ROGER	202407		0		0.00	140.00																				
										0883	60201	AS2	1	7627		KEGLER, MICHAEL	202407		0		0.00	100.00																				
										0883	60202	AS2	1	7681		INTERNATIONAL BACC	202407		0		0.00	157.00																				
										0883	60203	AS2	1	7697		MARISELA V NELSON II	202407		0		0.00	30.00																				
										0883	60205	AS2	1	8170	remit	US BANCORP GOVNT I	202407		0		0.00	7,569.12																				
										0883	60206	AS2	1	8391		US OMNI & TSACG COM	202407		0		0.00	256.96																				
										0883	60208	AS2	1	8574		RADYSYUK, RUSLANA	202407		0		0.00	49.40																				
										0883	60208	AS2	1	8574		RADYSYUK, RUSLANA	202407		0		0.00	140.00																				
										0883	60210	AS2	1	8703		BURAU, MARCUS	202407		0		0.00	100.00																				
										0883	60211	AS2	1	8716		SANDERSON, WILSON	202407		0		0.00	45.00																				
										0883	60213	AS2	1	8723		PAYROLLORG	202407		0		0.00	299.00																				
										0883	60217	AS2	1	1192		VERIZON WIRELESS	202407		0		0.00	240.21																				
Account Total:																																								\$915.90	\$812,130.11	
0883	B	02	101	000			F		Cash & Cash Equiv	0883	60054	AS2	1	4387		TAHER INC - BIN# 1350	202407	0883	9060		0.00	81,468.55																				
										0883	60212	AS2	1	8722		WILLIAMS, BECKY	202407		0		0.00	32.50																				
Account Total:																																									\$0.00	\$81,501.05
0883	B	04	101	000			F		Cash & Cash Equiv	0883	59292	AS2	1	8266		RAAA YOUTH WRESTL	202407	0883	9018		2,175.00	0.00																				
										0883	59292	AS2	1	8266		RAAA YOUTH WRESTL	202407	0883	9018		540.00	0.00																				
										0883	60002	AS2	1	1471		MCEA	202407	0883	9018		0.00	935.00																				
										0883	60010	AS2	1	6377		DISH	202407	0883	9018		0.00	124.09																				
										0883	60015	AS2	1	7615		HASTY AWARDS	202407	0883	9018		0.00	308.80																				
										0883	60022	AS2	1	8266		RAAA YOUTH WRESTL	202407	0883	9018		0.00	540.00																				
										0883	60022	AS2	1	8266		RAAA YOUTH WRESTL	202407	0883	9018		0.00	2,175.00																				
										0883	60025	AS2	1	8656		EVERLAST CLIMBING	202407	0883	9018		0.00	40,000.00																				
										0883	60027	AS2	1	8698		MAPLE LAKE GYMNAST	202407	0883	9018		0.00	400.00																				
										0883	60048	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060		0.00	882.18																				

### Rockford ISD #0883 Payment Distributions

Co	L	Fd	Org	Pro	Crs	Fin	O/S	Ty	Description	Pmt Batch	Pmt Co	Pmt No	Bank	Grp	Code	Rcd	Vendor	Pd	JE Co	JE Cd	Debit Amount	Credit Amount																					
0883	B	04	101	000			F		Cash & Cash Equiv	0883	60048	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060		0.00	85.50																					
										0883	60048	AS2	1	1394		MBNA/BUSINESS CARC	202407	0883	9060		0.00	25.00																					
										0883	60067	AS2	1	7771	remit	MRI SOFTWARE, LLC	202407	0883	9060		0.00	14.00																					
										0883	60160	AS2	1	1683		PUSH PEDAL PULL	202407	0883	9060		0.00	55.00																					
										0883	60164	AS2	1	3679	remit	INNOVATIVE OFFICE SI	202407	0883	9060		0.00	100.89																					
										0883	60165	AS2	1	4335		4 POINT 0 SCHOOL SEI	202407	0883	9060		0.00	1,039.55																					
										0883	60166	AS2	1	4335		4 POINT 0 SCHOOL SEI	202407	0883	9060		0.00	316.07																					
										0883	60176	AS2	1	7697		MARISELA V NELSON II	202407	0883	9060		0.00	30.00																					
										0883	60184	AS2	1	8566		H2I GROUP, INC.	202407	0883	9060		0.00	9,400.00																					
										0883	60186	AS2	1	8693		STERNE, MEGAN	202407	0883	9060		0.00	100.00																					
										0883	60203	AS2	1	7697		MARISELA V NELSON II	202407		0		0.00	90.00																					
										0883	60203	AS2	1	7697		MARISELA V NELSON II	202407		0		0.00	90.00																					
										0883	60204	AS2	1	7820		GOLDEN KNIGHT GYMI	202407		0		0.00	400.00																					
										0883	60217	AS2	1	1192		VERIZON WIRELESS	202407		0		0.00	100.10																					
Account Total:																																								\$2,715.00	\$57,211.18		
0883	B	06	101	000			F		Cash & Cash Equiv	0883	60025	AS2	1	8656		EVERLAST CLIMBING	202407	0883	9018		0.00	71,779.00																					
										0883	60056	AS2	1	4692		BRAUN INTERTEC COF	202407	0883	9060		0.00	192.25																					
										0883	60080	AS2	1	8566		H2I GROUP, INC.	202407	0883	9060		0.00	212,044.75																					
										0883	60167	AS2	1	5165	remit	ICS CONSULTING, LLC	202407	0883	9060		0.00	43,275.25																					
										0883	60198	AS2	1	5853	remit	ALL STATE COMMUNIC	202407		0		0.00	1,300.00																					
										0883	60207	AS2	1	8508		NEW LOOK CONTRAC	202407		0		0.00	30,911.83																					
Account Total:																																									\$0.00	\$359,503.08	
0883	B	21	101	000			F		Cash & Cash Equiv	0883	60004	AS2	1	2159		DELANO PUBLIC SCHO	202407	0883	9018		0.00	200.00																					
										0883	60021	AS2	1	8265		DOMINO'S PIZZA	202407	0883	9018		0.00	82.80																					
										0883	60077	AS2	1	8503	remit	RUSS DAVIS WHOLES	202407	0883	9060		0.00	219.49																					
										0883	60077	AS2	1	8503	remit	RUSS DAVIS WHOLES	202407	0883	9060		0.00	10,012.42																					
										0883	60119	AS2	1	8355		CUB FOODS - MAPLE	202407	0883	9060		0.00	99.95																					
										0883	60129	AS2	1	2398		PERFORMANCE TOUR	202407	0883	9060		0.00	212.00																					
										0883	60132	AS2	1	5796		REGENTS OF THE UNI	202407	0883	9060		0.00	105.00																					
										0883	60166	AS2	1	4335		4 POINT 0 SCHOOL SEI	202407	0883	9060		0.00	24.75																					
										0883	60179	AS2	1	7878		HERITAGE EMBROID	202407	0883	9060		0.00	2,297.50																					
										0883	60209	AS2	1	8677		REV ROBOTICS LLC	202407		0		0.00	411.69																					
Account Total:																																									\$0.00	\$13,665.60	
Report Total:																																										\$3,630.90	\$1,324,011.02



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Open Enrollments**

Meeting Date: February 21, 2024

Prepared by: Business Office

Date Prepared: February 13, 2024

Information   
  Briefing   
  Action   
  Enclosure Item(s)

**Resident Students Attending Other Schools**

Grade	Non-Resident District	Number	Date Effective	Address Change/New Enrollment
4	Worthington	518	1/22/2024	wants to attend online school; student was previously homeschooled

**Non-Resident Students Attending Rockford**

Grade	Resident District	Number	Date Effective	Address Change/New Enrollment
5	Buffalo Hanover Montrose	877	1/24/2024	family move--wants to stay in Rockford Schools
6	Buffalo Hanover Montrose	877	1/24/2024	family move--wants to stay in Rockford Schools
11	Wayzata	284	1/26/2024	NEW ENROLLMENT--problems at previous district affected students academics

Note : Non-resident agreements will not be signed for families requesting a release from our school district. The students listed above are covered under MN Statute 124D.03, thus meeting the legal requirements for open enrollment.



ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION

**Subject: 2023-24 Continuing Contract Teacher Seniority List**

Meeting Date: February 21, 2024

Prepared by: Mike McNulty

Date Prepared: February 1, 2024

Information       Briefing       Action       Enclosure Item(s)

Per the current Master Agreement between the Rockford Area Schools and Education Minnesota - Rockford, here is presented the 2023-2024 Continuing Contract Teacher Seniority List for Board of Education for approval.

Action item:

**Section 5. Establishment of Seniority List:**

1. The District shall cause a seniority list (by name, date of employment, areas of licensure, and current assignment) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District no later than January 15 of each year.
2. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority in said list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the District.
3. Within ten (10) working days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

Each year thereafter, the District shall cause such seniority list to be updated.

Rockford Area Schools  
Independent School District No. 883

**2023-24 updated 2/1/2024**

**CONTINUING CONTRACT TEACHER SENIORITY LIST**

1. This list is intended to reflect the first day of the most recent continuous service in the district and major and minor licensure filed with the school district office as of September 1, 2023.
2. Time off for leave of any kind authorized by the school district shall not be deemed to be a break in continuous service.
3. Expiration refers to licensure expiration. A license expires June 30 in the year indicated.
4. Per the current Master Agreement, additions to this list establish the First Day as the date of Board action on the hire; ties go to the lower File Folder number.

Number	Name	First Day	File Folder	Tier	Current Valid Licensure	Expiration	General Assignment
1	Sprague, Jennifer	9/8/1989	295950	4	Elementary Education (1-6)	2028	ES ADSIS Reading
2	Engebretson, Dawn	8/31/1993	327256	4	Elementary Education (K-6) Coaching (7-12)	2025 2025	ES Grade 3
3	Ulen, Cheryl	8/31/1993	341845	4	Mathematics (7-12)	2025	HS Math
4	Merila, Julie	8/29/1994	350771	4	English/Language Arts (7-12) Coaching (7-12)	2027 2027	HS English
5	Peterson, Colleen	1/3/1995	305327	4	Developmental / Adaptive Phy Ed (PreK-12) Physical Education (K-12) Coaching (7-12) Driver and Traffic Safety (9-12)	2028 2028 2028 2028	ES Physical Education / DAPE
6	Miller, Cynthia	8/29/1995	310302	4	Visual Arts (K-12)	2027	HS Art
7	Hester, Jason	8/29/1995	352743	4	Life Sciences (7-12) Physical Education (K-12)	2028 2028	MS / HS Physical Education
8	Belanger, Amy	8/29/1995	357508	4	Specific Learning Disabilities (K-12) Mild to Moderate Mentally Hdcp (K-12)	2028 2028	MS Special Education

9	Nolby, Kristen	9/9/1996	344768	4	Elementary Education (1-6)	2026	MS Math
					Coaching (7-12)	2026	
10	Madson, Jamie	11/18/1996	355894	4	Elementary Education (K-6)	2028	MS CIC (0.25) / STEM (0.75)
					Keyboarding For Computer Application (K-8)	2028	
					Coaching (7-12)	2028	
11	Mateyka, Kristine	8/31/1998	350263	4	Elementary Education (K-6)	2024	MS English
					Coaching (7-12)	2024	
12	Biorn, Holly	8/31/1998	365795	4	Elementary Education (K-6)	2025	EXCEL Coordinator
13	Merila, Steven	8/31/1998	373040	4	Physical Sciences (Physics and Chem) (7-12)	2026	HS Science
14	Johnson, Marty	8/31/1998	377368	4	Elementary Education (1-6)	2027	ES Grade 2
15	Kettenacker, Susan	9/25/1998	273652	4	Elementary Education (K-6)	2027	ES Special Education
					Pre-Kindergarten (Pre-K)	2027	
					Learning Disabilities (K-12)	2027	
16	Schneeweis, Jean	10/28/1998	288554	4	Elementary Education (K-6)	2029	ES Title Reading
					Pre-Kindergarten (Pre-K)	2029	
17	Hendrickson, Jan	4/12/1999	311670	4	English/Language Arts (7-12)	2028	MS English
					Specific Learning Disabilities (K-12)	2028	
18	Sarsland, Corina	8/30/1999	343208	4	Life Sciences (7-12)	2028	MS Science
					Coaching (7-12)	2028	
					Principal (K-12)	2024	
19	Wilts, Bonnie	8/30/1999	357434	4	Elementary Education (1-6)	2025	MS Social Studies
					Coaching (7-12)	2025	
20	Roelofs, Joel	8/30/1999	375615	4	Coaching (7-12)	2028	MS PE/Health
					Health (5-12)	2028	
					Driver and Traffic Safety (7-12)	2028	

					Physical Education (K-12)	2028	
21	Tauber, Michael	8/30/1999	381683	4	Social Studies (7-12)	2027	HS Social Studies
22	Sanner, Tracy	8/30/1999	383135	4	English/Language Arts (7-12)	2027	MS Special Education
					Emotional Behavior Disorders (K-12)	2027	
23	Eliason, Darren	8/28/2000	383855	4	Vocal and Classroom Music (K-12)	2027	ES CIC (0.5) / Music (0.5)
					Principal (K-12)	2024	
24	Neff, Kevin	8/28/2000	385556	4	Elementary Education (1-6)	2028	TOSA Tech Integrationist
					Keyboard For Computer Application (K-8)	2028	
					Mathematics (5-8)	2028	
25	Koste, Anne	8/28/2000	386982	4	Elementary Education (1-6)	2028	ES Grade 1
26	Klukas-Weber, Cheri	8/27/2002	352919	4	Visual Arts (K-12)	2027	ES Art
27	Young, Caroline	8/27/2002	394274	4	Social Studies (5-12)	2028	HS Social Studies
28	Wirth, Molly	8/18/2003	392152	4	Secondary Guidance and Counseling (7-12)	2027	MS Counselor
					School Counselor (K-12)	2027	
29	Houghton, Daniel	8/25/2004	394360	4	Social Studies (7-12)	2027	HS Social Studies
30	Mattson, Kathryn	8/25/2004	417063	4	Communication Arts/Literature (5-12)	2025	HS English
31	Russell, Beth	8/29/2005	422934	4	Communication Arts/Literature (5-12)	2026	MS CIC (0.25) / Digi Skills (0.75)
					Library Media Specialist (K-12)	2026	
32	Ferdig, Jerald	8/29/2006	387299	4	Instrumental and Classroom Music (K-12)	2028	HS Band
33	Hedeem Childers, Tama	7/20/2009	372018	4	Elementary Education (K-6)	2027	ES Grade 2
					Reading (K-12)	2027	
34	Trandahl, Polly	5/17/2010	321227	4	Elementary Guidance & Counseling (1-6)	2027	HS ADSIS Reading/AVID

					Elementary Education (K-6)	2027	
					Middle School Guidance & Counseling (MS)	2027	
					Reading (K-12)	2027	
35	Yakesh, Rachel	1/31/2011	381543	4	Elementary Education (K-6)	2027	ES ADSIS Reading
36	DeLassus, Ashley	7/18/2011	438963	4	Elementary Education (K-6)	2024	ES Grade 4
					Social Studies (5-8)	2024	
37	Milton, Jennifer	8/22/2012	448595	4	Elementary Education (K-6)	2025	ES Title Math
					Communications Arts/Literature (5-8)	2025	
					Social Studies (5-8)	2025	
38	Pennings, Benjamin	7/15/2013	397319	4	Social Studies (5-12)	2028	HS Social Studies
39	Werth, Elisabeth	8/26/2013	446097	4	Science (5-8)	2025	MS Science
					Life Science (9-12)	2025	
40	Gregory, McKenzie	8/26/2013	472437	4	Elementary Education (K-6)	2025	ES Grade 3
41	Hammer, Kylene	9/26/2013	468971	4	Elementary Education (1-6)	2028	ES Grade 2
42	Farmer, Laura	9/26/2013	472919	4	Elementary Education (K-6)	2025	ES Grade 3
					Early Childhood Ed (B-Grade 3)	2025	
43	Bakken, Amanda	1/2/2014	439306	4	Elementary Education (K-6)	2025	ES Grade 2
					Social Studies (5-8)	2025	
44	Van Orsdol, Diane	8/25/2015	286035	4	Elementary Education (1-6)	2025	ES ELL
					English as a Second Language (K-12)	2025	
45	Stariha, Paul	8/25/2015	330571	4	Coaching (7-12)	2026	HS Special Education
					Social Studies (7-12)	2026	
					Academic Behavioral Strategist (K-12)	2026	
					Autism Spectrum Disorders (B-12)	2026	

46	Ellos, Laura	8/25/2015	403568	4	Speech Language Pathologist (PreK-12)	2028	ES Speech
47	Gordee, Jill	8/25/2015	478967	4	School Counselor (K-12)	2025	HS CIC (0.5) / IB Grant (0.5)
48	Nelson, Leah	8/25/2015	485440	4	English as a Second Language (K-12)	2026	HS Spanish (0.5) / EL (0.5)
					Spanish (K-12)	2026	
49	Morgan, Becca	8/25/2015	486398	4	Public School Nurse (PreK-12)	2026	School Nurse
50	Cosgrove, Stephanie	8/25/2015	486663	4	Science (5-8)	2026	HS Science
					Chemistry (9-12)	2026	
51	Kaufman, Abbey	1/2/2016	491479	4	Social Studies (5-12)	2027	MS Social Studies
52	Anderson, Mali	1/11/2016	479545	4	Elementary Education (K-6)	2027	ES Kindergarten
53	Gunderson, Sarah	8/22/2016	408072	4	Visual Arts (K-12)	2025	MS Art
54	Oliverius, Hannah	8/22/2016	490995	4	Science (5-8)	2027	MS Science
					Life Science (9-12)	2027	
55	Probst, Alexandra	8/22/2016	493290	4	Elementary Education (1-6)	2028	ES Grade 1
56	Vasseei, Alex	8/22/2016	495419	4	Math (5-12)	2027	HS Math
57	Wawrzaszek, Madison	5/21/2017	501271	4	Learning Disabilities (K-12)	2028	HS Special Education
					Developmental Disabilities (K-12)	2028	
					Emotional Behavior Disorders (K-12)	2028	
58	Folger, Katie	8/24/2017	404801	4	Elementary Education (K-6)	2028	ES Grade 1
					Communication Arts / Literature (5-8)	2028	
59	Oeding, Brenda	9/18/2017	485882	4	Elementary Education (K-6)	2027	ES Kindergarten
60	Tensen, Cara	9/18/2017	491213	4	Elementary Education (K-6)	2027	ES Grade 1
					Early Childhood Education (B-Grade 3)	2027	

61	Laidly, Suzanne	9/18/2017	496681	4	Elementary Education (1-6)	2028	ES Grade 1
62	Udalla, Janee	2/1/2018	466871	4	Communication Arts / Literature (5-12)	2028	MS English
				4	Reading	2028	
63	Schneider, Corissa	8/21/2018	415346	4	Elementary Education (K-6)	2025	TOSA SpEd Assessment
					Autism Spectrum Disorders (K-12)	2025	
					Developmental Disabilities (K-12)	2025	
					Communication Arts / Literature (5-8)	2025	
64	Bauer, Britta	8/21/2018	473372	4	Instrumental and Classroom Music (K-12)	2024	MS Band
65	Beattie, Amber	8/21/2018	501261	4	Communication Arts / Literature (5-12)	2028	MS Writing
66	Zastoupil, Calli	8/21/2018	505483	4	Spanish (5-12)	2028	HS Spanish
67	Von Kaenel, Robert	6/17/2019	427849	4	Communication Arts / Literature (5-12)	2027	HS English
68	Gruber, Kaytlyn	6/17/2019	500854	4	Elementary Education (K-6)	2028	ES Kindergarten
69	Sharp, Rachel	6/17/2019	1001598	3	Elementary Education (K-6)	2025	MS Math
					Mathematics (5-8)	2025	
70	Korzendorfer, Cassandr	7/8/2019	424447	4	Communication Arts / Literature (5-12)	2026	MS English
71	Bird, Krista	8/19/2019	424909	4	Communication Arts / Literature (5-8)	2026	ES / MS ELL
					Elementary Education (K-6)	2026	
72	DesMarais Holland, Jer	9/20/2021	350885	4	Elementary Education (1-6)	2027	HS Media Specialist (0.5)
73	Bloom, Samantha	1/16/2020	1004868	4	School Counselor	2028	HS Counselor
74	Penick, Kacie	8/28/2020	441129	4	ECSped B-Age6, ECE B-Grade 3	2024	ECSE
75	Sauer, Stephanie	8/19/2020	507678	3	Development Disabilities	2024	HS Sped

76	Larson, Meghan	8/19/2020	1003520	4	Vocal and Classroom Music	2028	HS Music/Choir
77	Bratsch, Derek	7/1/2022	501036	4	Mathematics	2028	HS Math
78	Veldhuizen, Abbey	8/16/2022	433223	4	Speech-Language Pathologist	2025	District Speech/Patho
79	Rickart, Aaron	8/16/2022	513911	3	Physical Ed K-12, Health 5-12, DAPE PreK-12	2025	Elem PE
80	Ramstad, Joe	8/16/2022	1000605	4	Agricultural Ed 5-12, Teacher Coord WBL 9-12	2027	HS Ag/Tech Ed
81	Stall, Allyson	8/16/2022	1017222	3	Elementary Education	2025	ES Grade 3



ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION

**Subject: 2023-24 Principal Seniority List**

Meeting Date: February 21, 2024

Prepared by: Mike McNulty

Date Prepared: February 5, 2024

Information       Briefing       Action       Enclosure Item(s)

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Per the current Master Agreement between the Rockford Area Schools and Education Minnesota - Rockford, here is presented the 2023-2024 Principal Seniority List for Board of Education for approval.

Action item:

**Section 6. Establishment of Seniority List:**

**Subd. 1. Preparation:** The School Board shall annually cause a seniority list (by name, date of employment, qualification, position, and grade level assignment) to be prepared from its records. This list shall be available to view in the School District office by January 20<sup>th</sup>.

**Subd. 2: Request for Change:** Any principal whose name appears on such list and who may disagree with the order of seniority in said list shall have ten (10) days from the date of the list's availability to supply written documentation, proof, and request for seniority change to the Superintendent.

**Subd. 3. Final List:** Within twenty (20) days from the date of the original list, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall then be prepared by the School District, which list, as revised, shall be binding on the School District and any principal.

Rockford Area Schools  
Independent School District No. 883

**2023-24 updated 2/1/2024**

**PRINCIPAL SENIORITY LIST**

1. This list is intended to reflect the first day of the most recent continuous service in the district and major and minor licensure filed with the school district office as of September 1, 2023.
2. Time off for leave of any kind authorized by the school district shall not be deemed to be a break in continuous service.
3. Expiration refers to licensure expiration. A license expires June 30 in the year indicated.
4. Per the current Master Agreement, additions to this list establish the First Day as the date of Board action on the hire; ties go to the lower File Folder number.

Number	Name	First Day	File Folder	Tier/Scope	Current Valid Licensure	Expiration	General Assignment
1	Nyhus, Brenda	7/10/2006	367945	4	Vocal & Classroom Music	2024	Elementary Principal
				Prof Admin	Principal K-12		
2	Menard, Paul	1/27/2020	422891	4	Communication Arts/Lit 5-12	2026	High School Principal
				Prof Admin	Principal K-12		
3	Warzecha, Paul	7/1/2022	436203	4	Mathematics (5-8)	2027	Middle School Principal
				4	Elementary Education		
				Prof Admin	Principal K-12		



ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION

**Subject:** *Approval of Teacher (EMR) Master Agreement 2023-2025*

Meeting Date: February 21, 2024

Prepared by: Mike McNulty

Date Prepared: February 19, 2024

Information       Briefing       Action       Enclosure Item(s)

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The District and School Board Negotiations Committee for the Teacher (EMR) negotiations are recommending approval of the 2023-2025 EMR Master Agreement.

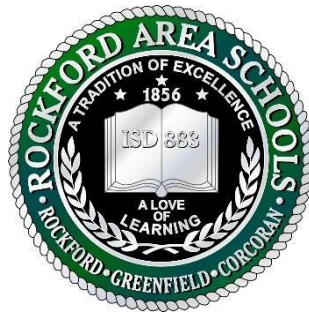
Key Points:

- Salary increase year 1 and year 2
- EC/SR hourly increase and schedule
- Language additions in - Sick and Safe Leave, Years of Service in District, Additional Days/Pay defined, Personal Leave, ECFE/SR service hours
- Substitute and Hourly rate increase
- Health Insurance increase year 2 starting January 1, 2025
- Dental Insurance increase
- Sick/Personal Leave trade and pay

Master Agreement enclosed

**MASTER AGREEMENT**

**BETWEEN**



**INDEPENDENT SCHOOL DISTRICT NO. 883 ROCKFORD, MINNESOTA**

**AND**

**EDUCATION MINNESOTA – ROCKFORD**

**Local # 4739**

**JULY 1, 2023 THROUGH JUNE 30, 2025**

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## **ARTICLE I**

### **PURPOSE**

**Parties:** This agreement is entered into between Independent School District No. 883, Rockford, Minnesota (hereinafter referred to as the District), and Education Minnesota - Rockford hereinafter referred to as the Exclusive Representative or EMR), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.), to provide the terms and conditions of employment for Teachers during the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the District recognizes EMR as the Exclusive Representative for all Teachers as defined under the P.E.L.R.A. The Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all the Teachers of the District as defined in this Agreement and in the P.E.L.R.A.

## **ARTICLE III**

### **DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the District. The terms in both cases are subject to the provisions of the P.E.L.R.A.

**Section 2. School District:** For purposes of administering this Agreement, the term, "District," shall mean the School Board or its designated representative.

**Section 3. Teacher:** The term, "Teacher," shall mean all persons employed by the District in a position for which the person must be licensed by the State of Minnesota and meets the requirements under Minnesota Statute 179A.03, Subd. 18, but shall not include superintendents, assistant superintendents, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

**Section 4. Long-Term Substitute Teacher:** The term, "long term substitute Teacher," will mean any person who is employed by the District to replace an absent Teacher for a period of at least thirty (30) days.

**Section 5. Working Days:** The term "working days" shall be defined as Monday – Friday excluding days when District offices are closed.

**Section 6. Other Terms:** Terms not defined in this Agreement shall have those meaning as defined by the P.E.L.R.A.

## ARTICLE IV

### DISTRICT RIGHTS

**Section 1. Inherent Managerial Rights.** The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District; its overall budget; utilization of technology; the organizational structure; and selection, direction, and number of personnel.

**Section 2. Management Responsibility.** The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

**Section 3. Effect of Laws, Rules and Regulations.** The Exclusive Representative recognizes that all Teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the District and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation, and duty of the District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all Teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal Laws, and the rules and regulations of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect. Unless specifically included in this Agreement, alleged violations of state and federal laws, rules and regulations are not arbitral under the grievance procedure.

**Section 4. Reservation of Managerial Rights.** The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

## ARTICLE V

### TEACHING RIGHTS

**Section 1. Right to Views.** Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative; nor shall it be construed to require any Teacher to perform labor or services against his/her will.

**Section 2. Right to Join.** Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

**Section 3. Request for Dues Check Off.** The District shall forward each month such dues deducted the previous month, along with a list of the names of the Teachers from whom deductions were made, to the treasurer of the Exclusive Representative.

Individual written requests for membership dues check off must be provided to the District Office. The District will deduct dues consistent with the terms and duration of the written consent provided. When a bargaining unit member has authorized a dues deduction, such authorization shall continue in effect for that year and from year to year, and cannot be canceled except by written notice from the Union President. A member seeking cancellation must provide written notice to the Union President.

Any bargaining unit member, or new hire who has applied for membership in the bargaining unit, authorizes the school district to deduct one-eighteenth (1/18) of such dues from the regular pay check of the bargaining unit member for each pay period for eighteen (18) consecutive pay periods. Such authorization must be provided in writing to the School District. For employees who have authorized the dues deduction, the deductions will begin the first pay period on or after October 15. For bargaining unit members employed after the commencement of each school year, deductions of dues shall be made by the School District upon receipt of written authorization. The dues will be deducted equally between existing pay periods between the date of the bargaining unit members first pay date and first pay period in July.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, that any person may have or claim to have, now or in the future, arising out of or by reason of the due's deduction specified by the exclusive representative as provided in this Agreement.

**Section 4. Personnel Files:** All evaluations and files relating to each individual Teacher shall be available during regular District business hours to each individual Teacher upon his or her written notice to the Superintendent. The Teacher shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. Each inspection of personnel files shall be recorded. Each Teacher shall be promptly furnished with a copy of all evaluations and disciplinary matters placed in his/her file.

**Section 5. Investigation:** When a teacher is alleged to have engaged in conduct that may result in discipline, the District will conduct an investigation that satisfies the requirements of due process.

**Section 6. Discipline:** Disciplinary Action. The School District shall not take any disciplinary action (including adverse evaluation) with respect to any teacher without just cause. Due process must be provided. Administrators will promptly notify teachers of concerns and/or complaints from parents, students and/or staff. All forms of discipline shall have correction and improvement as a goal, except in cases of termination. Teachers will be informed of their right to union representation at meetings that

could lead to discipline, and the District will comply with all other legal rights under *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975) and PELRA.

- **ORAL WARNING.** Documentation of an oral warning is intended to indicate an oral warning has been administered. The District will notify the teacher. If the teacher requests in writing, the District will notify EMR of the oral warning in writing.
- **AREA OF CONCERN.** If there are subsequent concerns regarding the matter, the appropriate supervisor shall confer with the teacher to create a mutually agreed upon improvement plan. If the teacher requests in writing, the District will notify EMR of the oral warning in writing.
- **WRITTEN REPRIMAND.** Prior to the issuance of a written reprimand to an individual teacher, the appropriate supervisor shall confer with the teacher. The district will notify the teacher if a written reprimand has been issued. If the teacher requests in writing, the District will notify EMR of the written reprimand in writing.
- **SUSPENSION.** The School District may suspend a teacher without pay. No teacher shall be suspended unless there is just cause. Due process must be provided. If the School District acts to suspend a teacher, it shall promptly notify the teacher. If the teacher requests in writing, the District will notify EMR of the suspension in writing.

## **ARTICLE VI**

### **BASIC SCHEDULES AND RATES OF PAY**

**Section 1. 2023-24 Salary Schedule:** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-24 school year.

**Section 2. 2024-25 Salary Schedule:** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2024-25 school year.

**Section 3. Status of Salary Schedule:** The salary schedule is not to be construed as a part of a Teacher's continuing contract and the District will not withhold increment, advancement, lane changes, or any other salary increase from the teacher without just cause.

In the event a Teacher's advancement on the salary schedule is withheld, the teacher shall have the right to grieve in accordance with the provisions of this Agreement.

The District may compensate Teachers above the salary schedule at its sole discretion. The District shall inform the Exclusive Representative in writing immediately. Any compensation so distributed will not be considered as a cost item when figuring the total package costs during negotiations.

**Section 4. Placement on Salary Schedule:** The following rules shall be applicable in determining placement of a Teacher on the appropriate salary schedule:

#### **Subd. 1. Definitions:**

- a. **Credit:** Throughout this Agreement, the term, "credit," shall be defined as a semester credit. A semester credit equals one and one-half (1.5) quarter credits.

- b. **Germane:** Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the School District or Superintendent. At the discretion of the Superintendent, credit for application on the salary schedule may be given for a course germane to the areas of licensure of the teacher/assigned position and for courses required for coaching certification.

**Subd. 2. Workshop Credit:** Workshop or clinic attendance may be substituted for undergraduate college credit as provided below:

- a. The Teacher shall receive one (1) semester credit for each twenty-three (23) hours of time spent at approved workshops or clinics. Proof of time spent will be required for final approval.
- b. The maximum credit allowed shall be two (2) semester credits for every lane change.

**Subd. 3. Grade and Credits:** To apply on the salary schedule, credits beyond the bachelor's degree must fall in one of the following categories and carry an average grade equivalent of B or higher and/or meet the following.

- a. Graduate credits beyond the bachelor's degree.
- b. *Rockford Credits*- are credits which are obtained by satisfactorily completing district developed in-service courses and may be earned at the rate of one (1) credit per twelve (12) hours of instruction. Criteria and guidelines for the courses will be developed, monitored and subject to periodic review by the District K-12 staff development committee and the administration. For courses with fewer than twelve (12) hours, a fraction of a Rockford credit will be given.

Example: three-hour (3) course = 1/4 Rockford credit.

**Subd. 4. Prior Approval:** All credits, in order to be considered for application on the salary schedule, must be approved in writing prior to the taking of the course by the Superintendent. Such prior approval requirements shall not apply to courses necessary to achieve the minimum requirements established by the Department of Education as a prerequisite for the individual to possess the proper licensure required to fulfill the individual's teaching and coaching assignments.

**Subd. 5. Salary Adjustment:** Individual contracts will be modified to reflect qualified credit lane changes three times per year. The effective dates of lane changes shall be September 15, January 15, and May 15, provided an official transcript and/or official letter from the university/college of the credits is received. Lane changes submitted by September 15 will increase the teacher's salary for the entire school year, January 15 for 6/12 of the school year, and May 15 for 3/12 of the school year. Credit lane advancement will not be made on any other date.

**Subd. 6. Advanced Degree Program:** A Teacher shall be paid on the master's degree lane or higher degree lane only if the degree program is germane to the teaching assignment as approved by the District and the degree program is approved in writing by the Superintendent in advance.

**Subd. 7. Payment of Present Salary:** The rules contained herein relating to the application of credits on the salary schedule shall not deprive any Teacher of any salary schedule placement already recognized and actually being paid for the current school year(s).

**Subd. 8. Step Advancement:** Except for Teachers who are on a child care leave of a semester or less or Teachers on workers' compensation leave, a Teacher must be employed a minimum of one hundred ten (110) actual duty days of a school year to qualify for a salary step advancement.

**Subd. 9. Application:** Credits to apply to lanes beyond a master degree must be earned after the earning of the degree and must be taken through an accredited college or university.

**Section 5. Pay Deduction:** Whenever pay deduction is made for a Teacher's absence, the annual salary divided by the number of Teacher duty days shall be deducted for each day's absence.

**Section 6. Step Placement:** A new Teacher shall be placed on such step of the salary schedule as agreed between the District and the teacher.

**Section 7. Mileage:** Teachers who use their own vehicles to transfer between buildings as required by their teaching assignment within the regular pupil contact day shall be paid upon submission of a claim form at the IRS mileage rate established by District policy.

**Section 8. Maintaining Licenses:** Teachers wishing to drop a teaching license must submit a written request to do so with the Superintendent of Schools. Unless their request is approved or the teacher has not been placed in that area of licensure for ten (10) consecutive school years, teachers are required to maintain all areas of licensure held at the time of their hiring by the District.

Teachers must also maintain all licenses for which they earned and received lane change credit while working in the District except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years.

If a teacher initiates the dropping of the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping rights or realignment rights in another licensure area except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years. Failure to maintain licenses that resulted in a lane change will result in loss of lane placement received through credits earned for that license except if the teacher has not been placed in that area of licensure for ten (10) consecutive school years.

A teacher not placed in an area of licensure for ten (10) consecutive school years may drop the corresponding license without penalty.

A teacher shall not be permitted to exercise seniority to displace another teacher in a different licensure area by initiating the dropping of the license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment.

A teacher requesting a transfer to an open position in the District, for which he/she is licensed, may drop that licensure without penalty if the District rejects the reassignment.

**Section 9. Teacher Overloads:** Overloads are defined as classes taught above and beyond full-time, 1.0 FTE. Overloads will be offered at the sole discretion of district and site-based administration and will be offered to teachers based on the criteria below:

- Appropriate licensure
- Experience and expertise with the content

Teachers teaching an overload are expected to prepare for each class, record grades, conduct conferences when needed, grade assignments, communicate with parents/guardians, and all other responsibilities associated with teaching a course. Teachers who voluntarily teach an overload forgo their daily preparation time in lieu of compensation.

Licensed staff members who voluntarily agree to teach an overage, at their hourly rate of pay, shall be compensated for the overage, based on their current step and lane. If, however, the licensed teacher's hourly wage is less than District/EMR negotiated substitute hourly rate of pay, the teachers will be compensated at the greater hourly rate.

Examples:

Annual Salary \$70,000

$\$70,000/183 \text{ days} = \$382.51/\text{day}$

$\$382.51/8 \text{ hours/day} = \$47.81/\text{hour}$

Annual Salary \$50,000

$\$50,000/183 \text{ days} = \$273.22/\text{day}$

$\$273.22/8 \text{ hours/day} = \$34.15/\text{hour}$

**Section 10. Additional Days/Pay:** Teachers with extended hours/days compensation. All these days are paid at the employee's hourly rate of pay, and must follow the approval guidelines.

HS/MS Counselors – up to 10 days each

Magnet Coordinators (IB/CIC) – up to 5 days each

Ag (not FFA) Teachers – up to 15 total days

**ARTICLE VII**

**EXTRA COMPENSATION**

**Section 1. Extra-curricular Schedule:** The salaries reflected in Schedule C attached hereto shall be considered part of this master agreement.

**Section 2. Q Comp/Alternative Teacher Professional Pay System (ATPPS):** The District and EMR will collaborate annually to develop and approve a Q Comp/ATPPS plan. Q Comp provides a framework for teachers to improve their practice leading to improved instruction thereby improving student achievement. The plan is available for reference and on file with both the District and EMR.

**ARTICLE VIII**

**GROUP INSURANCE**

**Section 1. Selection:** The selection of the insurance carrier and policy shall be made by the District, as provided by law.

**Section 2. Health and Hospitalization Insurance:** The District will pay \$740.00 per month toward the premium for single coverage for each full-time Teacher employed by the District who qualifies for and is

enrolled in single coverage in the district group health and hospitalization plan. The District shall contribute \$1,400.00 per month towards the premium for family coverage for each full-time Teacher employed by the District who qualifies for and is enrolled in family coverage in the district group health and hospitalization plan. Beginning January 1, 2025, District contribution for health and hospitalization insurance will increase to \$805.00 for single coverage and \$1,500.00 for family coverage. Any additional costs of the premium shall be borne by the Teacher and paid by payroll deduction.

Year	Single coverage - district contribution	Family coverage - district contribution
FY24	\$740.00	\$1400.00
FY25	\$805.00 beginning January 1, 2025	\$1500.00 beginning January 1, 2025

**Section 3. Health Savings Account:** The District shall contribute \$1,000.00 to the teacher’s health care savings account each January, for any teacher enrolled in the district's qualified high deductible health insurance plan.

**Section 4. Long-Term Disability Insurance:** The District shall contribute one-hundred (100) percent of the premium for long-term disability insurance for each full-time Teacher employed by the District who qualifies for and is enrolled in the District long-term disability insurance program. It is agreed and understood that said long-term disability insurance shall provide combined monetary benefits to each Teacher eligible to receive such benefits of at least, but not limited to, sixty-six (66) percent of the Teacher's normal salary.

**Section 5. Term Life Insurance:** The District will pay one-hundred (100) percent of the premium for a term life insurance policy in the amount of \$60,000.00 for each full-time teacher employed by the District who qualifies for and is enrolled in the District life insurance program.

**Section 6. Dental Insurance:** The District shall contribute: a sum not to exceed \$45.10 per month toward the premium for dental insurance for each full-time Teacher employed by the District who qualifies for and is enrolled in the District group dental plan. Any additional cost of the program shall be borne by the teacher and paid by payroll deduction. Beginning September 1, 2024, the District contribution shall increase to but not exceed \$49.61 per month.

Year	Single coverage - district contribution
FY24	\$45.10
FY25	\$49.61

**Section 7. Claims against the District:** It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

**Section 8. Eligibility:**

**Subd. 1. Part-Time Teachers:** The District shall make pro-rata premium contributions for part-time Teachers under contract on at least a half-time basis for the following coverage: health and hospitalization, long term disability, dental, and term life insurance.

**Subd. 2. Long-Term Substitute Teachers:** Long-term substitute teachers who are employed for less than a semester will not be eligible for insurance benefits until the first of the month following the completion of sixty (60) consecutive actual duty days.

**Section 9. District Contributions to a Post-Retirement Health Care Savings Account.**

**Subd. 1. Annual District Contributions to a Post-Retirement Health Care Savings Account:** The District will make annual contributions in the following amounts to an eligible Teacher's post-retirement health care savings account:

<i>Years of service in Rockford</i>	<i>District Contribution - FY24</i>
1st-5th completed	No match
6th-10th completed	\$500
11th-15th completed	\$900
16th +	\$2250
<i>Years of service in Rockford</i>	<i>District Contribution - FY25</i>
1st - continuing contract rights granted	No match
continuing rights granted - 10th completed	\$500
11th-15th completed	\$900
16th +	\$2250

- a. **Years of Service:** All references to years of service in this agreement include time actually worked and do not include time spent on an uncompensated leave except that a child care leave of less than one year and which includes the use of paid sick leave shall count as time of service. Partial years worked will not count as increments in determining years of service.

- b. **Eligibility:**

**Subd. 1. Years of Service.** All full-time teachers granted continuing contract rights in the District are eligible for a District contribution to their post-retirement health care savings account. Teacher and District contributions will follow the above schedules. These contributions will start at the beginning of the school year when the teacher is granted continuing contract rights, increases start at the beginning of the 11<sup>th</sup> full year in the district, and increases to the final amount starting at the beginning of the 16<sup>th</sup> full year in the district. Eligible teachers are required to participate. Upon the death of a teacher, any amounts owed but not yet paid cannot go to the post-retirement health care savings account. Those funds will be paid out to the beneficiaries or estate of the Employee.

Note: (reference – THE LANGUAGE ADDITIONS WERE GIVEN BY *MRSR* AS A LEGAL CHANGE THAT NEEDS TO BE PUT INTO THE CONTRACT, PROCESS ON THEIR END WILL STAY THE SAME).

**Subd. 2. Part-Time Teachers.** Part-time teachers who work at least half time shall be entitled to a pro-rata contribution.

**Subd. 3. Effect of an Unpaid Leave on Eligibility.** Eligible teachers will not receive a District contribution to their post- retirement health care savings account during a year in which they are on unpaid leave. In the case of teachers who begin unpaid leave during the school year, eligibility for participation shall cease as of the last day of paid leave or employment prior to the commencement of the unpaid leave.

- c. **Payment Schedule:** This benefit shall be paid by the District to the teacher’s post-retirement health care savings account monthly during the school year. Teacher contributions will be deducted from the first twenty (20) pay periods of the school year and submitted with the district contribution monthly.

**Subd. 2. Insurance Continuation.** Retired Teachers who fulfill the conditions set forth in Minn. Stat. § 471.61, Subd. 2b, as amended, shall be eligible to remain, at their own expense, in the District’s group health and hospitalization insurance plans. The District shall notify teachers of this right prior to retirement.

## ARTICLE IX

### UNCOMPENSATED LEAVE

**Section 1. Professional Development Leave:** A leave of absence of up to two years may be granted to any Teacher upon written application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities; foreign teaching programs; or a cultural or work program related to his/her professional position. Upon return from such leave, the Teacher shall be restored to the next step on the salary schedule above that at which he/she left and shall maintain the same fringe benefits to which he/she was entitled before taking said leave.

**Section 2. Child Care Leave:**

**Subd. 1. Use:** The District shall grant a child care leave of absence of up to twelve (12) months duration to any Teacher who makes written application for such leave. Child care leave shall be granted because of the need to provide parental care for a child of the teacher for an extended period of time, including cases of adoption. Such benefit shall apply to all Teachers.

**Subd. 2. Request:** A teacher making an application for child care leave shall inform the District, in writing, of the request to take the leave at least three (3) calendar months before commencement of the intended leave. In the case of a child care leave of less than a three-month duration, the reference to a three-month prior notification is waived, but the teacher shall provide reasonable advance notice to the extent possible.

**Subd. 3. Medical Statement:** A teacher will provide, at the time of the leave application, a statement from the attending medical provider indicating the expected date of delivery when appropriate.

**Subd. 4. Commencement:** The beginning and ending dates of a child care leave shall be scheduled so as to coincide as closely as possible with some natural break in the school year, such as winter vacation, the end of a quarter, the end of a grading period, or the like.

**Subd. 5. Duration:** In making a or the determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- a. grant any leave more than twelve (12) months in duration.
- b. permit the teacher to return to employment prior to the date designated in the request for child care leave.

**Subd. 6. Reinstatement:** A teacher returning from child care leave shall be reinstated in a position the teacher is licensed and qualified unless placed on unrequested leave of absence. A teacher will be allowed to return to his/her position prior to the previously agreed upon expiration date in the event of the death of a child.

**Subd. 7. Failure to Return:** Failure of the teacher to return by the date determined under this section shall constitute grounds for termination unless the School Board and the teacher mutually agree, in writing, to an extension in the leave

**Subd. 8. Salary and Fringe Benefits:** Leave under this section shall be without pay or fringe benefits, except as provided in Article IX, Section 1, Subd. 3.

**Section 3. Education Minnesota-Rockford Activities Leave:** The District agrees to provide reasonable time off to elected officers or appointed representatives of EMR for the purposes of conducting the duties of EMR. EMR agrees to notify the Superintendent in writing at least forty-eight (48) hours prior to the date for the intended use of such leave. It is understood and agreed that unless otherwise approved by the superintendent, no more than two Teachers shall be eligible to take such leave at the same time.

**Section 4. Eligibility for Group Insurance Programs:** A Teacher on an uncompensated leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the Teacher wishes to retain, commencing with the beginning of the uncompensated leave. However, for a full-time Teacher whose uncompensated leave as provided for in this Agreement commences after the beginning of the school year, the District shall make additional contributions toward the premium for the health and hospitalization coverage previously chosen by the Teacher. The additional contributions shall be calculated as follows:

$(\text{Duty days worked}/\# \text{ of duty days}) * (\text{district contribution}) - (\text{teacher contribution paid}) = \text{additional contribution}$

Additional contributions towards the health and hospitalization insurance premium will first be used to continue the District's normal monthly contribution. If the District's additional contribution is less than a full month's insurance premium, the Teacher must pay the additional cost of the premium prior to the first of the month, or coverage will be terminated.

**Section 5. Health Leave:** A Teacher, who is unable to teach because of personal illness or disability will be granted an additional leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year, upon written request by the Teacher and acceptance by the School Board.

## **ARTICLE X**

### **COMPENSATED LEAVE**

#### **Section 1. Sick and Safe Leave:**

**Subd. 1. Allowance:** At the beginning of each school year, Teachers shall be credited with twelve (12) days of sick and safe leave allowance and shall be furnished with a written statement setting forth their total accumulated sick and safe leave.

**Subd. 2. Accumulation:** Unused sick and safe leave days may accumulate from year to year up to a maximum of one-hundred and forty-four (144) days.

Teachers having forty (40) or more unused accumulated sick leave days on the last staff day of school (ex: June 5<sup>th</sup>) may elect to convert sick leave days at the rate of \$200/day according to the following table. The teacher must turn in a voucher by June 15<sup>th</sup> of that school year to the District Office so the converted amount can be processed by June 30<sup>th</sup>.

This converted amount will be made to an approved tax deferred compensation plan within sixty (60) days after the last staff day of school on the following basis:

<b>Accumulated Sick Leave</b>	<b>Day(s) Payout</b>
40-60 days accumulated sick leave	1 day
60+ - 80 days accumulated sick leave	2 days
80+ - 100 days accumulated sick leave	3 days
100+ - 120 days accumulated sick leave	4 days
120+ days accumulated sick leave	5 days

**Subd. 3. Eligible Use:** Sick and safe leave with pay shall be allowed whenever a Teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. At the time a Teacher becomes eligible to receive long-term disability compensation as provided in the Agreement, such Teacher shall no longer be eligible for any sick and safe leave pay pursuant to this section as long as the Teacher receives long-term disability benefits. A teacher may use accrued paid sick and safe leave for up to twelve (12) weeks following the birth or adoption of a child, to run concurrently with leave entitlement under the FMLA, if eligible, and Minn. Stat. § 181.941. Teachers may use personal sick and safe leave benefits provided by the employer for absences due to an illness of or injury to the teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the teacher's attendance may be necessary, on the same terms upon which the employee is able to use sick and safe leave benefits for the employee's own illness or injury. The School District may limit the use of such leave as provided in Minn. Stat. § 181.9413. Sick and safe leave eligibility that surpasses contract language above will be provided as applicable under the 2023 revised Minn Stat. § 181.940 with current provisions shared as exhibit via Appendix C. If state law is modified, clarified, or changed by an act of legislature, the use, eligibility, and definitions will align with any statutory changes unless previously defined and explicitly stated in contract language.

**Subd. 4. Medical or Legal Certification:** If the District believes that a Teacher is abusing sick and safe leave, it may require a Teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick and safe leave pay. The District may require a Teacher to get a second medical certificate at District expense. In the event that a medical certificate or a second medical opinion will be required, the Teacher will be so advised. In addition, reasonable documentation may be required for non-medical sick and safe leave requests, which may include court documents and/or signatures from persons involved such as lawyers/legal counsel or licensed/certified anti-violence counselors.

**Subd. 5. Deduction of Used Days:** Sick and safe leave allowed shall be deducted from the accrued sick and safe leave days earned by the Teacher.

**Subd. 6. Off the Job Injury:** Sick and safe leave benefits described in the above Subdivisions shall not be payable in instances where the Teacher, while performing services for an employer other than the District, sustains an injury for which he/she is entitled to participate in the workers' compensation coverage maintained by such other employer.

**Subd. 7. Workers' Compensation:** Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick and safe leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick and safe leave. To fill the workers' compensation waiting period under Minn. Stat. § 176.121, a teacher who is unable to perform work duties and responsibilities due to an injury which occurs during the duty day as a result of a work-related incident will be entitled to compensation without use of sick and safe leave for absences occurring within the first three (3) calendar days after the disability commenced.

**Subd. 8. Approval:** Sick and safe leave pay shall be approved upon submission of a signed request, or other means as designated by the district.

**Section 2. Emergency Leave:** A Teacher may use up to three days of sick and safe leave for each individual emergency which requires the Teacher's attention and cannot be attended to during non-duty time, even if the emergency occurs more than once in the school year.

**Section 3. Bereavement Leave:** A Teacher may use up to three (3) days of sick and safe leave for bereavement, if more than three (3) days of absence from the job is required due to a death in the immediate family, the Teacher may request use of additional leave days. The Superintendent, or designated representative, shall have sole discretion as to granting or denying the request for more than three days of compensated absence. In the event additional leave days are not approved, the Teacher shall have 1/183 (total days) of his/her yearly salary deducted for each day of additional absence. The immediate family shall include: teacher's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent and those persons living in the same household.

One (1) day per year may be used to attend a funeral of a relative or friend not stated herein provided that no more than three (3) teachers will be excused to attend such a funeral. Additional day(s) may be granted with approval of the superintendent.

## **Appendix C**

### **Earned Sick and Safe Leave**

**(Exhibit intended to provide clarity to MN Statute)**

What can earned sick and safe time be used for?

Employees can use their earned sick and safe time for reasons such as:

1. the employee's mental or physical illness, treatment or preventive care;
2. a family member's mental or physical illness, treatment or preventive care;

3. absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
4. closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
5. when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

For which family members can an employee use earned sick and safe time?

Employees may use earned sick and safe time for the following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

**Section 4. Professional Leave:**

**Subd. 1: Eligible Use:** The District agrees to provide upon written application by the Teachers and acceptance by the District the necessary funds for teachers who desire to attend selected professional conferences or for visitations of other schools. The final decision shall be at the discretion of the District. Travel, within Minnesota, meals, and registration fees shall be deemed appropriate expenses of the District as well as the cost of the substitute Teacher needed to relieve the participant. The Teacher will submit a written report regarding such a conference. This provision is limited to two (2) days per year per teacher.

**Subd. 2. School District's Request:** The District also agrees to provide the necessary funds for Teachers to attend selected professional conferences or visitations to other schools if done at the request of the District.

**Section 5. Jury Duty Pay:** A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

**Section 6. Personal Leave:** The District and EMR agree that all personal leave provisions stated in the original memorandum of agreement (MOA) will be in full force and in effect for the duration of the 2023-24 school year. For the purpose of this provision, the duration of the 2023-24 school year will be defined as the last contracted Teacher duty day of June 5, 2024. Starting with the 2024-25 Teacher contract year, the original memorandum of agreement (MOA), having sunset, will be replaced with the parameters outlined in the Section 6 subdivisions below.

**Subd. 1 Allowance:** At the beginning of each school year, each Teacher with 1 to 7 years of service in the district shall be allowed two (2) days of personal leave with pay: Teachers with 8 to 15 years of service in the district will receive three (3) days of personal leave with pay: Teachers with 16 or more years of service in the district will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10<sup>th</sup>, a request to be compensated at the rate of \$200/day. An adjustment to this request will be made for any personal days used after May 10<sup>th</sup>.

Teachers hired prior to January 1, 2024, will retain rights to personal leave, as stated in the original memorandum of agreement (MOA), which allocated personal leave via placement on Salary Schedule A. For clarity, no Teacher will revert to a lesser number of personal leave days with the change from salary schedule placement to years of service in Rockford Area Schools. While no Teacher will lose personal days accumulated under the original memorandum of agreement (MOA), additional accumulation of personal leave under subdivision 1 will henceforth only be granted via longevity, defined as years of service in Rockford Area Schools.

All Teachers hired after January 1, 2024, will be granted personal leave based on their longevity as a teacher in Rockford Area Schools, regardless of placement on the salary schedule.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the building principal in writing as early as possible but in any event at least twenty-four (24) hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which twenty-four (24) hours' notice cannot be given, the Teacher must give the reason for the absence. Personal leave must be taken in half day or full day increments. If a Teacher finds an internal substitute, then personal time may be used in one (1) hour (60 minute) increments. The Teacher bears the responsibility of arranging internal substitute coverage if they choose to utilize personal leave of less than a half day.

Personal days may be used by no more than six (6) Teachers and by no more than three (3) Teachers per building at any one time on any given day. Written requests for personal days for any given day shall be granted according to the order in which such requests are received.

Personal days may not be taken the first day of the school year for students and the last day of the school year for students.

**Subd. 2. Sick and Safe Leave Trade for Personal Leave:** Teachers who have a minimum of one hundred (100) sick days by the start of each school year may elect to use six (6) unused sick days in trade for one (1) additional personal day for that school year. Qualifying teachers may make this trade each school year for one (1) and only one (1) additional personal day for that year. Teachers who qualify must make this election by September 15 of each school year.

**Subd. 3. Restrictions:** Teachers will not be granted the option of taking additional personal days without pay (dock days) without written permission from the Superintendent. If a teacher has no remaining personal days and if a day(s) without pay is approved by the Superintendent, there will be an amount equal to the annual salary divided by the number of Teacher duty days that shall be deducted for each day's absence. That Teacher will also only receive two personal days the following year, forfeiting the additional days for longevity and also the ability to trade sick leave for personal leave in Article S, Section 6 Subd. 2 for the following year. After that year, the Teacher will regain the right to both of these benefits for subsequent years.

## **ARTICLE XI**

### **HOURS OF SERVICE**

**Section 1. Basic Day:** The basic Teacher's day shall be eight (8) consecutive hours including a 25-minute duty free lunch period.

**Section 2. Building Hours:** The specific hours at any individual building may vary according to the needs of the educational program of the District. The specific hours for each building will be designated by the District.

## **ARTICLE XII**

### **WORK DAY**

**Section 1. Preparation Time:** All teachers will have a minimum of three-hundred (300) minutes of preparation time per week within the student contact day. Preparation time shall be scheduled in one (1) or two (2) blocks of time. Any assignment of an extra class must be mutually accepted by the Teacher for the assignment to be in effect.

## ARTICLE XIII

### LENGTH OF SCHOOL YEAR

**Section 1. Teacher Duty Days:** The teacher contract year shall consist of one hundred eighty-three (183) days of which a maximum of one hundred seventy-two (172) days shall be student contact days (a school day that requires student attendance as indicated in the annual school calendar). A minimum of four (4) (or 32 hours) days will be used for staff development purposes. The District shall solely decide the use of these four (4) staff development days or they may be divided as partial days to total thirty-two (32) hours annually in two (2) hours increments. At least one of the fall workshop days will be free of district meetings.

Teachers shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school.

**Section 2. Emergency Closings:**

**Subd. 1. Non-Weather Closings.** In the event of non-weather emergency school closings, Teachers will report to the building under the direction of the building principal. The Superintendent has the discretion to have teachers work remotely. If the number of non-weather closures affect the minimum required necessary student contact hours, EMR shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

**Subd. 2. E-Learning Day Plan (Weather Related).** "E-Learning days" means a school day where a school offers full access to online instruction provided by student's individual teachers due to inclement weather. For weather-related school closings, see Rockford Area School District #883 -- Policy 602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY. If the number of weather-related closures exceeds the annual numbers allowed by Minnesota Statute § 120A.414, EMR shall be consulted as to when such days will be made up, but the final decision shall be that of the District or its designated representative.

**Subd. 3. Emergency Closings During the School Day.** If students are assembled for the beginning of a school day and school is subsequently closed for emergency reasons, the Teachers shall remain in their building under the direction of their building principal until dismissed by the Superintendent. In such a case, the Teacher shall receive a full day's salary regardless of the number of hours on duty.

**Section 3. Four-Day Work Week:** The District will have the right to establish a four (4) -day work week provided that the total number of hours per week of Teacher duty time will not be increased, and Teachers' preparation time shall not be decreased from the current practice. The District will meet and confer with EMR before implementing a four (4) -day work week.

**Section 4. Summer Extended Contract Pay:** Teachers who perform teaching and other student support activities related to their contracted assignment in excess of the regular school calendar will be compensated on a pro-rata basis of the regular school year pay. The daily pro-rata basis shall be determined by dividing the individual regular school salary by the number of Teacher duty days. The

hourly pro-rata basis shall be determined by dividing the daily pro-rata pay by the number of hours in the duty day.

**Section 5. Hourly Contracted Pay:** Teachers who work hourly in excess of the regular school day or year for the purpose of curriculum development and writing, preschool screening, technology, NCA, home-school tutoring, standards alignment, assistance with interviews, and other related educational assignments, will be compensated at the rate of \$32.50 per hour.

## ARTICLE XIV

### **STAFF REDUCTION AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

**Section 1. Unrequested Leave Of Absence:** Both parties acknowledge that this Article constitutes the required plan under Minnesota Statutes 122A.40, Subd. 10 for unrequested leave of absence. The board may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave is effective at the close of the school year. In placing teachers on unrequested leave, the board is governed by the following provisions:

**Section 2 Definitions:** The following definitions shall apply to this Article:

**Subd 1. Teacher:** “Teacher” shall mean those members of the unit as defined by the Public Employee Labor Relations Act (“PELRA”) and this Agreement. For purposes of this section, “teacher” does not include Tier 1 and 2 licensed teachers, or ECFE/School Readiness teachers.

**Subd 2. Qualified:** “Qualified” shall mean a teacher who, in addition to the state license, has been assigned by the School District to teach in the subject matter or field within the past ten (10) years.

**Section 3. Seniority:** Seniority for purposes related to ULA, for teachers hired prior to January 1, 2024, means date of board approval with the school district in a position requiring a license. For teachers hired after January 1, 2024, seniority will be defined by the date and time the employee’s contract was signed with the school district in a position requiring a license. Tier 1 and Tier 2 teachers who maintain continuous employment for the District who then obtain a Tier 3 license will be placed on the seniority list based on their original date of board approval. In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher’s seniority will reset to the date of board approval of the rehire. “Seniority applies only to Tier 3 and 4 qualified continuing contract teachers. For seniority purposes, teachers employed as teachers on special assignment (“TOSA”), district-wide coordinators, or other positions outside of the field or subject matter classifications will be considered as part of the subject matter area most recently assigned prior to the special assignment, even if the special assignment was longer than the past ten (10) years.

#### **Section 4. Filing Licenses and Preparation of Seniority Lists**

**Subd.1. Filing of Licenses:** In any year in which the School District is placing teachers on unrequested leave of absence, only those teaching licenses actually received by the

Superintendent's office as of January 1 of that year are considered for purposes of determining layoff within areas of licensure. A license filed after January 1 will be considered for purposes of recall, but not for layoff.

**Section 5. Establishment of Seniority List:**

1. The District shall cause a seniority list (by name, date of employment, areas of licensure, and current assignment) to be prepared from its records. It shall thereupon post such list in an official place in each school building of the District no later than January 15 of each year.
2. Any person whose name appears on such list and who may disagree with the findings of the District and the order of seniority in said list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the District.
3. Within ten (10) working days thereafter, the District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

Each year thereafter, the District shall cause such seniority list to be updated.

**Section 6. Unrequested Leave of Absence ("ULA"):**

**Subd. 1. Terms:** The School Board may place on ULA, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate. Also, a teacher's right to reinstatement shall terminate if a teacher fails to file with the Superintendent of Schools, by April 1 of each year, a written statement requesting reinstatement. Placement on ULA shall be effective at the close of the school year or at such earlier time as mutually agreed upon by the teacher, EMR, and the School Board.

**Subd. 2. Placement:** Teachers shall be placed on ULA in inverse order of seniority, in the field and subject matter(s) for which they are qualified as defined in Section 2, subdivision 2.

**Subd. 3. Continuing Contract Teachers:** A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2-licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed and qualified.

**Subd.4. Tie Breaker:** In the event of a staff reduction affecting Teachers who have a tie in seniority, for teachers hired after January 1, 2024, seniority will be defined by the date and time the employee's contract was signed with the school district.

**Section 7. Notice to Teachers:** Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher

proposed for placement on unrequested leave of absence shall receive notice of the proposed placement on ULA by May 1 that:

- a. states the applicable grounds for the proposed placement;
- b. provides notice to the teacher of their right to request a hearing on the proposed placement within 14 days from the receipt of the notice; and
- c. provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.

**Section 8. Realignment and Bumping:** Nothing in this Article shall require the School District to reassign or transfer a more senior teacher to a different assignment in order to accommodate the seniority claims of a junior teacher proposed for ULA. Nor shall the School District be required to split existing assignments into separate part-time positions for the purpose of affecting the order in which teachers are placed on or recalled from unrequested leave of absence.

**Subd. 1. Dropping of License:** A teacher shall not be permitted to exercise seniority to displace another teacher by dropping a license in the subject matter in which the teacher is currently assigned by the School District in order to acquire a different assignment through realignment or bumping. If a teacher drops the license which qualified the teacher for the teacher's current assignment, the School District may place the teacher on ULA, and the teacher shall have no bumping or realignment rights to another licensure area.

**Section 9. Right to a Hearing and Decision:** If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing only to determine that the appropriate teacher has been placed on unrequested leave of absence in accordance with Article XIV.

**Subd. 1. Hearing:** If a teacher requests a hearing regarding his/her proposed placement on ULA, such hearing shall be before a hearing officer selected by the School District from a list of arbitrators maintained by the Bureau of Mediation Services (BMS), and the hearing officer shall, after a hearing, make a recommendation regarding the proposed ULA to the School Board. Proposed placement on ULA shall not be subject to the grievance procedure under the Master Agreement.

**Section 10. Benefits While on Leave.** Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

**Section 11. Employment Rights during Leave:** A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

**Section 12. Continuing Contract Rights and Service Credits:** The unrequested leave of absence must not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service. A teacher's continuing contract must remain in full force and effect, except as modified by mutual consent of the board and the teacher. Any agreement to mutually modify continuing contract rights must be in writing and can only occur after the teacher is provided with an explanation of their

rights under the continuing contract statute and an opportunity to consult with the exclusive representative. The School District agrees to provide notice to the exclusive representative of all mutual modifications of continuing contracts prior to the modifications being finalized.

**Section 13. Unemployment Benefits while on ULA:** Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

**Section 14. Reinstatement:** A teacher placed on unrequested leave of absence shall have rights to reinstatement for a period of five years or until the teacher is fully reinstated, after which the right to reinstatement shall terminate. Teachers placed on unrequested leave of absence must be reinstated to the positions from which they have been given leaves of absence or, if not available, to other available positions in the school district in fields in which they are licensed and qualified (as defined in Section 2, Subd. 2). Reinstatement must be in the inverse order of placement on leave of absence. A teacher on unrequested leave does not forfeit right to reinstatement when accepting a position for less than the full position they were placed on leave from, or when they refuse an offered position.

**Section 15. Vacancies and Notification:** No teacher shall be hired by the School District while any qualified teacher is on unrequested leave of absence in that field of licensure unless the teacher fails to advise the school board of their desire to accept the position within 30 days of the date of notification that a position is available to that teacher on unrequested leave. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA.

**Subd. 1. Notices:** When placed on ULA, a teacher must file his/her name, address, and e-mail address to which any notice of reinstatement or availability of position shall be mailed, with the School District's Superintendent. The School District's notification obligation is limited to the address filed with the Superintendent; the teacher on ULA is responsible to provide the School District with any address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided in this article.

**Section 16. Vacancies and posting process:** Whenever a teaching or extra-curricular position becomes available for assignment, the District shall post, for a minimum of ten (10) days, notice of that available position. All postings shall be made to the District website and sent via e-mail to all licensed staff's district e-mail on the day the position is posted. The available position shall not be filled during that time, except in the case of an emergency or immediate need. In such cases, no opening that must be filled immediately shall be filled until it has been posted for at least three (3) working days.

**Subd. 1. Application:** Teachers may apply for transfer, assignment, or reassignment to an available position provided they:

- a. make written application prior to the expiration date of the notice, and;
- b. possess a valid license to teach in the subject area or grade level that requires such licensure.

**Subd. 2. Exceptions:** Posting requirements shall not apply in cases where teachers on unrequested leave of absence have a right to positions that become vacant.

**Subd. 3. Acceptance of Reinstatement:** A teacher on ULA shall have fifteen (15) working days from the date of mailing or emailing of the notice in Subd. 2 to accept reinstatement. Failure to accept, in writing, within such fifteen (15) working days period shall constitute a waiver on the part of the teacher to any and all reinstatement or employment rights.

**Subd. 4. Expiration of Reinstatement Rights:** Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of EMR, the School District and a qualified teacher.

**Section 17. Effect:** This Article shall be effective on the ratification date of this Master Agreement and shall be governed by its duration clause. This Article shall govern all teachers, as defined in Section 2, Subd. 2 and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement.

## **ARTICLE XV**

### **SUBSTITUTES**

**Substitute Duties:** In an emergency or when a substitute Teacher cannot be obtained, building Principals will follow the steps outlined below.

Step One: The District will make an effort to secure a licensed substitute teacher before a full-time, licensed teacher is asked to serve as a substitute during their preparation period.

Step Two: District administration will ask teachers to volunteer to cover during their preparation time in the event of emergency or when a regular substitute teacher is not available.

Step Three: In the event of extreme need, if no volunteers are available, a teacher may be assigned by District administration to teach during their preparation time. Teachers may be assigned up to five (5) hours in a given semester during the school year. These assignments will only be made when a regular substitute teacher is not available.

Step Four: (Applies to grades K-4) If a substitute cannot be found and a teacher is asked by administration to take on four or more additional students during their regularly assigned teaching time to cover the absence of a teacher for the day, the assigned teachers will receive compensation at the daily sub rate divided equally among all participating teachers.

Teachers will be paid for substitute duty at the rate of \$42.50 per clock hour (60 minutes), or may accumulate compensatory time in half-hour (30 minutes) increments. Upon request of the Teacher and pre-approval by the Supervisor, the Teacher may use comp compensatory time in one (1) hour (60 minute) increments up to a full day (480 minutes). There will be no limit to the number of days a teacher may accumulate under this provision, however, the use of compensatory time, accumulated by substituting under this article, may not be used during the last five (5) days of the school year unless approved by the superintendent.

**ARTICLE XVI**

**RETIREMENT**

**Section 1. Rehiring:** Teachers, who resign upon retirement but are subsequently rehired, shall be appropriately placed on the salary schedule. They shall maintain sick leave, less the amount, if any, surrendered for the severance benefit under this article, and other fringe benefits which have accrued previous to the time at which they resign upon retirement.

**Section 2 Retirement Notification:** Teachers who notify the district by February 1<sup>st</sup> of their intent to retire will receive a \$500 stipend. The stipend will be issued on the employees last paycheck.

**ARTICLE XVII**

**DEFERRED COMPENSATION**

**Section 1. Deferred Compensation:** The District will make matching contributions for an eligible Teacher to an approved deferred compensation plan in an amount not to exceed the following:

Completed Years of Service in Rockford   Matching District Contribution

<i>Years of service in Rockford</i>	<i>District Contribution - FY2024</i>
1st-5th completed	No match
6th-10th completed	\$500
11th-15th completed	\$900
16th +	\$2250
<i>Years of service in Rockford</i>	<i>District Contribution - FY2025</i>
1st - continuing contract rights granted	No match
continuing rights granted - 10th completed	\$500
11th-15th completed	\$900
16th +	\$2250

**Section 2. Participation:** Participation in the Deferred Compensation Plan (DCP) is voluntary. No staff member will be required to participate in the DCP.

**Section 3. Years of Service:** All references to years of service in this agreement include time actually worked and do not include time spent on an uncompensated leave except that a child care leave of less than one year and which includes the use of paid sick leave shall count as time of service. Partial years worked will not count as increments in determining years of service.

**Section 4. Eligibility:**

**Subd. 1. Years of Service.** All full-time teachers beginning their sixth or greater year of teaching through August 2022 or granted continuing contract rights beginning September 2022 in the District are eligible to participate in the DCP. The DCP shall be operated as a Section 403(b) Plan and a Section 457 Plan. Matching starts at the beginning of the 6<sup>th</sup> full year in the district through August 2022 and for teachers granted continuing contract rights beginning September 2022, increases at the beginning of the 11<sup>th</sup> full year in the district and increases to the final matching amount at the beginning of the 16<sup>h</sup> full year in the district.

**Subd. 2. Part-Time Teachers.** Part-time teachers who work at least half-time shall be entitled to a pro-rata contribution.

**Subd. 3. Effect of an Unpaid Leave on Eligibility.** Otherwise eligible teachers will not be allowed to participate in the DCP during a year in which they are on unpaid leave. In the case of teachers who began unpaid leave during the school year, eligibility for participation shall cease as of the last day of paid leave or employment prior to the commencement of the unpaid leave.

**Subd. 4. Notice.** The District will notify teachers when they become eligible to participate in the DCP. Teachers will notify the District prior to August 1 of the amount they wish to contribute for the following year. The District will not be responsible for matching funds for teachers ineligible through resignation, termination or the granting of a leave.

**Subd. 5. Changes in the Amount of a Teacher's Annual Contribution.** Changes in individual contributions matched by District funds will be allowed in accordance with plan documents.

**Subd. 6. Teacher's Responsibility.** It shall be each teacher's responsibility to insure that his/her DCP is in compliance with all provisions of state and federal laws and regulations. Maximum contributions established in law or regulations shall not be exceeded.

**Section 5. District Obligation:** The District's only obligation under this agreement is to contribute the appropriate amount to the teacher's deferred compensation plan. The District has no additional responsibility regarding the security of or financial loss resulting from these or subsequent investments. EMR and its members shall hold the District harmless in the event of any financial, legal or other difficulties encountered in the administration of this program. All concerns relating to the administration of these contributed funds shall be strictly a matter between the teacher and the service provider.

## ARTICLE XVIII

### EDUCATION MINNESOTA-ROCKFORD SECURITY

**Section 1. Meetings:** Meetings of EMR shall be held at the discretion of EMR with permission from the District.

**Section 2. Reports:** The School District agrees to furnish to EMR, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all board meetings, the treasurer's reports, census and membership data, names and addresses of all teachers and salaries paid thereto. Mechanical or photo process copies of such information may be made by EMR at the expense of EMR.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

“Grievance” means a dispute or disagreement, between the School District and EMR, as to the interpretation or application of any term or terms of any contract required under the P.E.L.R.A.

**STEP 1.** In the event that EMR believes there is a basis for a grievance EMR shall meet on an informal basis with the administrator in an attempt to resolve the grievance within thirty (30) working days after the occurrence that gave rise to the grievance.

The term “working days” shall be defined as Monday-Friday excluding days when District offices are closed.

**STEP 2.** Following informal discussion with the administrator, if EMR believes a grievance still exists, EMR may invoke the formal grievance procedure using the form set forth in annexed Appendix A (or a facsimile of the form) signed by the EMR President or designee. A copy of the grievance form shall be given to the administrator within fifteen (15) working days of the first informal hearing. If the grievance involved more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

Within seven (7) working days of receipt of the grievance, the administrator shall meet with the EMR in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within seven (7) working days of such meeting, and shall furnish a copy thereof to EMR.

**STEP 3.** If EMR is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) working days of such meeting, the grievance may be transmitted to the Superintendent by the EMR President or designee. Within seven (7) working days the Superintendent or his/her designee shall meet with EMR on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) working days of such meeting, and shall furnish a copy thereof to EMR.

**STEP 4.** If EMR is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within seven (7) working days of such a meeting, the grievance shall be transmitted to the District by filing a written copy thereof with the School Board by

the EMR President or designee. The Board (or its designee), no later than its next regular meeting, shall meet with EMR. Disposition of the grievance in writing by the Board shall be made no later than seven (7) working days thereafter. A copy of such disposition shall be furnished to EMR.

STEP 5. If EMR is not satisfied with the disposition of the grievance by the District, or if no disposition has been made within the period above provided, the grievance may be submitted before an impartial arbitrator by the EMR President or designee. Either party may request a list of arbitrators from the Bureau of Mediation Services, providing such request is made within twenty (20) working days after the board's disposition of the grievance. The arbitrator shall have not power to alter, add to or subtract from the terms of this contract.

Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

The fees and expenses of the arbitrator shall be shared equally by the parties. Processing of all grievances shall be during the normal work day whenever possible, and Teachers shall not lose wages due to their necessary participation. For purposes of this paragraph, Teachers entitled to wages during their necessary participation in a grievance proceeding are as follows:

1. The number of Teachers equal to the number of persons participating in the grievance proceeding on behalf of the District; or
2. If a number of persons participating on behalf of the District is less than three, three teachers may still participate in the proceedings without loss of wages.

The parties by mutual written agreement, may waive any step, and extend any time limits in the grievance procedure. However, failure to adhere to the most recently agreed upon time limits will result in a forfeit of the grievance by either party. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party the District shall use its best efforts to process such a grievance prior to the end of the school term or as soon thereafter as possible.

Any claim or grievance arising prior to the expiration date of this contract may be processed through the grievance procedure until resolution.

No reprisals of any kind will be taken by the District or the school administration against any Teacher because of his/her participation in this grievance procedure.

## **ARTICLE XX**

### **MEET AND CONFER**

EMR shall select representatives to meet and confer with the representative or committee of the District on items not included in the definition and terms and conditions of employment. The District representative or committee shall meet with the EMR representatives at least every four months, if requested by the EMR representatives.

**ARTICLE XXI**

**PUBLIC OBLIGATION**

**Section 1. Job Action:** If other District employees engage in a strike, Teachers will not participate in a slowdown, work stoppage or sympathy strike, even if permitted by law.

**Section 2. Work Requirement:** Teachers will not be required to do any work that Teachers do not regularly perform for the duration of a strike by another bargaining unit.

**ARTICLE XXII**

**RETROACTIVITY**

**Section 1. Duration:** This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the

P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice to such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matter relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the terms of this Agreement.

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

**Section 5. Publication:** Within twenty-one (21) days after this Agreement is reached by the parties, the District shall prepare and print five (5) official copies and provide an electronic copy to EMR for distribution to the Teachers.

**ARTICLE XXIII**

**EARLY CHILDHOOD FAMILY EDUCATION TEACHERS/SCHOOL READINESS TEACHERS**

**Section 1.** The terms and conditions for ECFE and School Readiness teachers will be the same as those agreed upon in the Teacher's Master Contract unless specified in this article.

**Section 2. Statutory Considerations:** For this Agreement, Early Childhood Family Education (ECFE) and School Readiness (SR) teachers are teachers who are in positions which require a Minnesota teaching license or who meet the definition of teacher under Minn. Stat. § 179A.03 Subd. 18.

**Section 3: Hours of Service, Duty Day, Duty Week, and Duty Year:** Recognizing the unique, changing, variable and market driven nature of the ECFE and SR programs, the hours of service, duty day, duty week, and duty year for ECFE/SR teachers shall be as assigned by the School District and may be modified from time to time based upon the needs and fiscal limitations of the ECFE/SR programs using the following provisions:

**Subd. 1 Calendar Year:** The calendar year for ECFE and School Readiness teachers may be conducted over the period of the fiscal year on a calendar that may differ from that of the K-12 programs. The calendar year for ECFE/SR teachers typically runs from Workshop Week in August into June of the following calendar year. Written notification from the District/Building-site will be provided to employees indicating tentative assignment, and hours according to the schedule, on or before August 15<sup>th</sup> prior to the start of the succeeding school year. Additional class offerings will be internally posted and filled.

**Section 4: Compensation:** ECFE/SR teachers shall be compensated pursuant to the rates identified in Schedule E.

**Subd 1. Level Advancement:** ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of four hundred (400) hours of paid service in the previous school year. Teachers who work less than four hundred (400) hours per year will advance a level on the subsequent July 1 when paid service equals four hundred (400) hours since last advancement.

**Section 5. Leaves:**

**Subd. 1. Sick Leave:** ECFE/SR teachers working eighteen (18) or more hours per week will be granted sick leave on a prorated basis per the Master agreement. Leave will be calculated on a prorated basis. Unused sick leave days may accumulate from year to year up to a maximum of 100 days. (ECFE/SR teachers who previously qualified for twelve (12) sick days prior to this Agreement will continue to be granted twelve (12) sick days per year. These teachers shall not lose any already-accrued sick days.) Sick leave with pay shall be allowed under the conditions set forth in Article X Section 1 Subd. 3.

**Subd. 2. Personal Leave:** ECFE/SR teachers working eighteen (18) or more hours per week will be granted personal business leave on a prorated basis per the Master agreement. Leave will be calculated by: number of hours of ECFE/SR teacher's assignment divided by the number of hours for a full-time teacher (1.0 FTE), multiplied by the number of hours of leave for a full-time teacher (1.0 FTE). At the beginning of each school year, each Teacher with 1 to 7 years of experience in the district shall be allowed two (2) days of personal leave with pay. Teachers with 8 to 15 years of experience in the district will receive three (3) days of personal leave with pay. Teachers with 16 or higher years of experience in the district will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10<sup>th</sup>, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay. An adjustment to this request will be made for any personal days used after May 10<sup>th</sup>.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the Early Childhood Coordinator in writing as early as possible but in any event at least 24 hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which twenty-four (24) hours' notice cannot be given, the Teacher must give the reason for the absence.

Personal days may be used by no more than one (1) Teacher at any one time on any given day. Written requests for personal days for any given days shall be granted according to the order in which such requests are received.

Personal days may not be taken the first week of the school year students and the last week of the school year for students, unless approved by the Community Education Director.

**Subd. 3. Workers' Compensation:** ECFE/SR teachers working thirty (30) or more hours per week will have access to workers' compensation benefits on a prorated basis pursuant to the terms of Article X, Section 1, Subd. 7. Prorated leave will be calculated using the same formula for sick leave in subdivision 1.

**Subd. 4. Emergency Leave:** ECFE/SR teachers working thirty (30) or more hours per week will have access to Emergency Leave on a prorated basis pursuant to the terms of Article X, Section 2. Prorated benefits will be calculated using the same formula for sick leave in subdivision 1.

**Subd. 5. Bereavement Leave:** ECFE/SR teachers working thirty (30) or more hours per week will have access to Bereavement Leave on a prorated basis pursuant to the terms of Article X, Section 3. Prorated benefits will be calculated using the same formula for sick leave in subdivision 1.

**Subd. 6. Jury Duty Pay:** A Teacher called for jury duty shall be compensated for the difference between the Teaching pay and the pay received for the performance of such obligation except the teacher shall retain any mileage or meal allowance paid by the court. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

**Section 6: Group Insurance:** ECFE/SR teachers working thirty (30) or more hours per week will be granted group insurances, health and hospitalization, health savings account, long term disability, dental, and term life insurance on a prorated basis per the Master agreement. The prorated percentage of premiums paid by the District will be calculated by: number of hours of ECFE/SR teacher's letter of assignment divided by the number of hours for a full-time teacher (1.0 FTE).

**Section 7. Probationary Period:** The probationary period for ECFE/SR teachers shall be three (3) consecutive school years of service with each year consisting of a minimum of ninety (90) days of actual teaching service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE/SR teacher, and the ECFE/SR teacher shall have no recourse to the grievance procedure. Upon completion of the probationary period, an ECFE/SR teacher may be disciplined, suspended or discharged only for just cause, subject to ARTICLE XIX, Grievance Procedure and ARTICLE V, Section 5 and 6, Investigation and Discipline.

### **Section 8. Seniority:**

1. Seniority commences on the date of board approval as an ECFE and/or SR teacher. Teachers hired in the ECFE and/or SR programs shall accumulate no seniority on the K-12 teachers' seniority list. No K-12 teacher will be allowed to accumulate seniority to replace an ECFE and/or SR teacher. The District will create separate seniority lists for ECFE teachers and SR teachers. Teachers hired in the ECFE program shall accumulate no seniority on the SR teacher's seniority list, and vice versa.
2. In the event that a teacher resigns, retires, or otherwise ends employment with the School District, but is later rehired, the teacher's seniority will reset to the date of Board approval of the rehire.
3. The ECFE/SR seniority lists will be posted within the worksite on or before January 15 of each year. Any teacher who feels that an error has been made on the seniority list shall have ten (10) working days from the date of posting to supply written documentation, proof, and request for seniority change to the District.
4. Within ten (10) working days thereafter, the District shall evaluate any and all written communications regarding the order of seniority and may make such changes the District deems warranted. A final seniority list shall thereupon be prepared by the District, which list as revised shall be binding on the District and any Teacher subject to the grievance procedure.

### **Section 9. Reduction and Recall:**

1. A minimum of one (1) week notice will be provided of possible lay off and/or reduction in hours.
2. In the event that it is necessary to lay off an ECFE and/or SR teacher, the reduction shall be in reverse seniority with the least senior teacher being reduced first in accordance with their respective seniority list (ECFE or SR). Seniority for purposes related to reduction and recall, for ECFE and/or SR teacher hired prior to January 1, 2024, means date of Board approval with the school district in a position requiring a license. For teachers hired after January 1, 2024, seniority will be defined by the date and time the employee's contract was signed with the school district in a position requiring a license.
3. Recall to available positions shall be in seniority order and according to licensure, with the most senior teacher being recalled first.
4. In the event that a senior ECFE and/or SR teacher is reduced in hours, they may assume some of the hours from a less senior teacher to compensate for their reduced hours, if available and based on appropriate license. Senior teachers shall have the right of first refusal.
5. In the event of a class reduction or addition after the school year commences a senior teacher may not assume a position that will disrupt current classes already in progress. This schedule will remain in effect until the next appropriate break at which point the senior teacher will regain additional hours, if available.

6. ECFE and/or SR teachers with the appropriate licensure, who have been laid off or reduced in hours, shall have right of first refusal before any new ECFE and/or SR teachers shall be hired.

**Section 10. Applicable Sections of the Master Agreement:** ECFE/SR teachers shall be covered by the following articles of the Master Agreement unless otherwise noted within the contract:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,

ARTICLE IV, SCHOOL DISTRICT RIGHTS,

ARTICLE V, TEACHER RIGHTS,

ARTICLE VII, EXTRA COMPENSATION, (Schedule C)

ARTICLE IX, UNCOMPENSATED LEAVE,

ARTICLE XVII, DEFERRED COMPENSATION,

ARTICLE XVIII, EDUCATION MINNESOTA-ROCKFORD SECURITY

ARTICLE XX, MEET AND CONFER

ARTICLE XXI, PUBLIC OBLIGATION,

ARTICLE XXII, RETROACTIVITY

**Section 11. Sections of the Master Agreement Not Applicable:** ECFE/SR teachers shall not be eligible for the following articles of the Master Agreement, which apply only to regularly licensed K-12 teachers unless otherwise noted within the contract:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,

ARTICLE VII, EXTRA COMPENSATION, (QComp)

ARTICLE VIII, GROUP INSURANCE,

ARTICLE X, COMPENSATED LEAVE,

ARTICLE XI, HOURS OF SERVICE,

ARTICLE XII, WORK DAY,

ARTICLE XIII, LENGTH OF THE SCHOOL YEAR,

ARTICLE XIV, STAFF REDUCTION AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

ARTICLE XV, SUBSTITUTES,

ARTICLE XVI, RETIREMENT

ARTICLE XIX, GRIEVANCE PROCEDURE (only inapplicable to probationary ECFE/SR teachers, consistent with Section 7)

**Memorandum of Agreement**

**Between ISD #883 and EMR**

This memorandum confirms an agreement between the School District and EMR to form a committee that will investigate the following ECFE/SR language considerations:

- Length of School Year compared to other neighboring districts
- Salary/wage comparisons with other neighboring districts
- Longevity pay compared to other neighboring districts
- Fee structures for ECFE and SR compared to other neighboring districts

The committee shall consist of two (2) Early Childhood staff members, two (2) District representatives (Community Education Director and Early Childhood Coordinator), and one (1) School Board Member.

These findings will be reported to both parties by January 1, 2025.

**IN WITNESS WHEREOF, the parties have executed this Agreement as follows:**

EDUCATION MINNESOTA- ROCKFORD

INDEPENDENT SCHOOL DISTRICT NO. 883

\_\_\_\_\_  
Co-President, EMR

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Co-President, EMR

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Negotiations Chair, EMR

\_\_\_\_\_  
Superintendent

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**APPENDIX A**  
**GRIEVANCE REPORT FORM**

Name \_\_\_\_\_ Building \_\_\_\_\_

Assignment

Date Grievance Filed

Grievance Filed at What Step?

Date Grievance Occurred:

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated \_\_\_\_\_

Signature of EMR \_\_\_\_\_

**SCHEDULE A**

<b>SALARY SCHEDULE 2023 - 2024</b>
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<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>PhD/EdD</b>
<b>1</b>	43,358	44,377	45,395	46,301	48,000	49,244	50,489	52,130	55,243
<b>2</b>	44,959	45,978	46,997	48,288	49,987	51,231	52,532	54,450	57,452
<b>3</b>	46,561	47,579	48,598	50,277	51,975	53,220	54,575	56,768	59,660
<b>4</b>	48,162	49,181	50,199	52,265	53,962	55,208	56,618	59,088	61,869
<b>5</b>	49,763	50,782	51,801	54,252	55,950	57,195	58,661	61,406	64,077
<b>6</b>	51,364	52,383	53,402	56,240	57,937	59,183	60,704	63,726	66,285
<b>7</b>	52,966	53,984	55,003	58,227	59,925	61,170	62,746	66,044	68,494
<b>8</b>	54,567	55,586	56,605	60,215	61,913	63,158	64,789	68,363	70,703
<b>9</b>	56,168	57,187	58,205	62,202	63,901	65,145	66,832	70,682	72,912
<b>10</b>	57,770	58,787	59,806	64,191	65,888	67,134	68,875	73,001	75,120
<b>11</b>	59,370	60,389	61,407	66,178	67,876	69,121	70,918	75,320	77,328
<b>12</b>	59,370	61,990	63,009	68,166	69,863	71,109	72,961	77,639	79,537
<b>13</b>	59,370	61,990	64,610	70,153	71,851	73,096	75,004	79,958	81,745
<b>14</b>	59,370	61,990	64,610	72,141	73,839	75,084	77,046	82,277	83,954
<b>15</b>	59,370	61,990	64,610	72,141	73,839	77,071	79,089	84,596	86,163
<b>16</b>	59,370	61,990	64,610	72,141	73,839	77,071	79,089	84,596	86,163
<b>17</b>		61,990	64,610	72,141	73,839	77,071	79,089	84,596	86,163
<b>18</b>			64,610	72,141	73,839	77,071	79,089	84,596	86,163
<b>19</b>			67,317	74,848	76,545	77,071	79,089	84,596	86,163
<b>20</b>						79,778	81,796	87,302	88,869

**SCHEDULE A**

<b>SALARY SCHEDULE 2024 - 2025</b>
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<b>STEP</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>	<b>PhD/EdD</b>
<b>1</b>	45,093	46,152	47,211	48,153	49,920	51,214	52,508	54,215	57,453
<b>2</b>	46,758	47,817	48,877	50,220	51,986	53,281	54,633	56,628	59,750
<b>3</b>	48,424	49,482	50,542	52,288	54,054	55,348	56,758	59,039	62,047
<b>4</b>	50,089	51,148	52,207	54,355	56,120	57,416	58,883	61,451	64,344
<b>5</b>	51,754	52,813	53,873	56,422	58,188	59,483	61,008	63,862	66,640
<b>6</b>	53,418	54,478	55,538	58,490	60,255	61,550	63,132	66,275	68,937
<b>7</b>	55,084	56,143	57,203	60,556	62,322	63,617	65,256	68,686	71,234
<b>8</b>	56,749	57,809	58,869	62,624	64,389	65,685	67,381	71,097	73,531
<b>9</b>	58,414	59,474	60,534	64,691	66,457	67,751	69,505	73,509	75,828
<b>10</b>	60,080	61,139	62,199	66,758	68,523	69,819	71,630	75,921	78,125
<b>11</b>	61,745	62,805	63,864	68,825	70,591	71,885	73,755	78,333	80,421
<b>12</b>	61,745	64,470	65,530	70,893	72,658	73,953	75,880	80,744	82,718
<b>13</b>	61,745	64,470	67,194	72,959	74,725	76,020	78,005	83,157	85,015
<b>14</b>	61,745	64,470	67,194	75,027	76,793	78,087	80,128	85,568	87,312
<b>15</b>	61,745	64,470	67,194	75,027	76,793	80,154	82,253	87,980	89,609
<b>16</b>	61,745	64,470	67,194	75,027	76,793	80,154	82,253	87,980	89,609
<b>17</b>		64,470	67,194	75,027	76,793	80,154	82,253	87,980	89,609
<b>18</b>			67,194	75,027	76,793	80,154	82,253	87,980	89,609
<b>19</b>			70,009	77,842	79,607	80,154	82,253	87,980	89,609
<b>20</b>						82,969	85,068	90,794	92,423

**SCHEDULE C: 2023 - 2024**

<b>Position</b>	<b>1-3 years</b>	<b>4-7 years</b>	<b>8+ years</b>
Football V	5695.25	6109.45	6523.65
Football Asst/JV	4193.78	4556.20	4918.63
Football C/9th	3572.48	3831.35	4090.23
Football 7&8	2433.43	2640.53	2847.63
Volleyball V	5695.25	6109.45	6523.65
Volleyball Asst/JV	4193.78	4556.20	4918.63
Volleyball C/9th	3572.48	3831.35	4090.23
Volleyball 7&8	2433.43	2640.53	2847.63
Soccer V	4918.63	5281.05	5643.48
Soccer Asst/JV	3572.48	3883.13	4193.78
Soccer C/9th	3261.83	3468.93	3676.03
Soccer 7&8	2174.55	2381.65	2588.75
Cross C V	4918.63	5281.05	5643.48
Cross C Asst/JV	3572.48	3883.13	4193.78
Cross C C/9th	3261.83	3468.93	3676.03
Cross C 7&8	2174.55	2381.65	2588.75

<b>Position</b>	<b>1-3 years</b>	<b>4-7 years</b>	<b>8+ years</b>
Baseball V	5115.37	5281.05	5643.48
Baseball Asst/JV	3572.48	3883.13	4193.78
Baseball C/9th	3261.83	3468.93	3676.03
Baseball 7&8	2174.55	2381.65	2588.75
Softball V	4918.63	5281.05	5643.48
Softball Asst/JV	3572.48	3883.13	4193.78
Softball C/9th	3261.83	3468.93	3676.03
Softball 7&8	2174.55	2381.65	2588.75
Track V	4918.63	5281.05	5643.48
Track Asst/JV	3572.48	3883.13	4193.78
Track C/9th	3261.83	3468.93	3676.03
Track 7&8	2174.55	2381.65	2588.75
Golf V	4918.63	5281.05	5643.48
Golf Asst/JV	3572.48	3883.13	4193.78
Golf C/9th	3261.83	3468.93	3676.03
Golf 7&8	2174.55	2381.65	2588.75

Tennis V	4918.63	5281.05	5643.48
Tennis Asst/JV	3572.48	3883.13	4193.78
Tennis C/9th	3261.83	3468.93	3676.03
Tennis 7&8	2174.55	2381.65	2588.75
Basketball V	5695.25	6109.45	6523.65
Basketball Asst/JV	4193.78	4556.20	4918.63
Basketball C/9th	3572.48	3831.35	4090.23
Basketball 7&8	2433.43	2640.53	2847.63
Wrestling V	5695.25	6109.45	6523.65
Wrestling Asst/JV	4193.78	4556.20	4918.63
Wrestling C/9th	3572.48	3831.35	4090.23
Wrestling 7&8	2433.43	2640.53	2847.63
Gymnastics V	5695.25	6109.45	6523.65
Gymnastics Asst/JV	4193.78	4556.20	4918.63
Gymn. C/9th	3572.48	3831.35	4090.23
Gymn. 7&8	2433.43	2640.53	2847.63

Cheer Adv	3934.90	4142.00	4349.10
Daneline	3934.90	4142.00	4349.10
Daneline Asst/JV	2795.85	3002.95	3210.05
Musical Director	3727.80	3934.90	4142.00
Musical-Music Dir	3727.80	3934.90	4142.00
Musical Accomp/Asst Dir	1087.28	1190.83	1294.38
Productions Dir.	2278.10	2381.65	2485.20
Musical MS	3727.80	3934.90	4142.00
Pit Orchestra	1656.80	1863.90	2071.00
3-Act	3727.80	3934.90	4142.00
1-Act	2381.65	2588.75	2795.85
Speech H	3468.93	3727.80	4090.23
Speech Assist	2640.53	2951.18	3261.83
Mock Trial	1967.45	2174.55	2381.65
Robotics	2795.85	3002.95	3210.05

<b>Post-season Pay Schedule</b>	<b>Assistant</b>	<b>Head</b>
Teams advancement per week (6+ participants)	\$312	\$520
Individual Advancement per week (<6 participants)	\$208	\$312
Pep Band		\$52 per event

Post-season pay is considered as a team and/or individual advancement beyond all

<b>Stipend Only Positions</b>	<b>Stipend</b>
Chamber Choir	\$ 2,267.75
Jazz Band	\$ 2,267.75
Choir Contest	\$ 1,511.83
Band Contest	\$ 1,511.83
MS Jazz	\$ 569.53
Pep Band	\$ 1,139.05
Summer March Head	\$ 1,346.15
Summer March Asst.	\$ 880.18
Yearbook HS	\$ 4,245.55
Yearbook MS	\$ 1,863.90
Yearbook ES	\$ 724.85
Student Council HS	\$ 1,967.45
Student Council MS	\$ 1,242.60
Student Council ES	\$ 983.73
Class ADV. 9-12	\$ 621.30
NHS	\$ 1,346.15
FFA (2)	\$ 3,572.48
HS Link (4)	\$ 621.30
MS Link (4)	\$ 621.30
DECA	\$ 1,708.58
STRIVE	\$ 569.53

**SCHEDULE C: 2024 - 2025**

Position	1-3 years	4-7 years	8+ years
Football V	5923.06	6353.83	7025.45
Football Asst/JV	4361.53	4738.45	5115.37
Football C/9th	3715.37	3984.60	4253.83
Football 7&8	2530.76	2746.15	2961.53
Volleyball V	5923.06	6353.83	6784.60
Volleyball Asst/JV	4361.53	4738.45	5115.37
Volleyball C/9th	3715.37	3984.60	4253.83
Volleyball 7&8	2530.76	2746.15	2961.53
Soccer V	5115.37	5492.29	5869.21
Soccer Asst/JV	3715.37	4038.45	4361.53
Soccer C/9th	3392.30	3607.68	3823.07
Soccer 7&8	2261.53	2476.92	2692.30
Cross C V	5115.37	5492.29	5869.21
Cross C Asst/JV	3715.37	4038.45	4361.53
Cross C C/9th	3392.30	3607.68	3823.07
Cross C 7&8	2261.53	2476.92	2692.30

Position	1-3 years	4-7 years	8+ years
Baseball V	5319.98	5492.29	5869.21
Baseball Asst/JV	3715.37	4038.45	4361.53
Baseball C/9th	3392.30	3607.68	3823.07
Baseball 7&8	2261.53	2476.92	2692.30
Softball V	5115.37	5492.29	5869.21
Softball Asst/JV	3715.37	4038.45	4361.53
Softball C/9th	3392.30	3607.68	3823.07
Softball 7&8	2261.53	2476.92	2692.30
Track V	5115.37	5492.29	5869.21
Track Asst/JV	3715.37	4038.45	4361.53
Track C/9th	3392.30	3607.68	3823.07
Track 7&8	2261.53	2476.92	2692.30
Golf V	5115.37	5492.29	5869.21
Golf Asst/JV	3715.37	4038.45	4361.53
Golf C/9th	3392.30	3607.68	3823.07
Golf 7&8	2261.53	2476.92	2692.30

Tennis V	5115.37	5492.29	5869.21
Tennis Asst/JV	3715.37	4038.45	4361.53
Tennis C/9th	3392.30	3607.68	3823.07
Tennis 7&8	2261.53	2476.92	2692.30
Basketball V	5923.06	6353.83	6784.60
Basketball Asst/JV	4361.53	4738.45	5115.37
Basketball C/9th	3715.37	3984.60	4253.83
Basketball 7&8	2530.76	2746.15	2961.53
Wrestling V	5923.06	6353.83	6784.60
Wrestling Asst/JV	4361.53	4738.45	5115.37
Wrestling C/9th	3715.37	3984.60	4253.83
Wrestling 7&8	2530.76	2746.15	2961.53
Gymnastics V	5923.06	6353.83	6784.60
Gymnastics Asst/JV	4361.53	4738.45	5115.37
Gymn. C/9th	3715.37	3984.60	4253.83
Gymn. 7&8	2530.76	2746.15	2961.53

Cheer Adv	4092.30	4307.68	4523.06
Danceline	4092.30	4307.68	4523.06
Danceline Asst/JV	2907.68	3123.07	3338.45
Musical Director	3876.91	4092.30	4307.68
Musical-Music Dir	3876.91	4092.30	4307.68
Musical Accomp/Asst Dir	1130.77	1238.46	1346.15
Productions Dir.	2369.22	2476.92	2584.61
Musical MS	3876.91	4092.30	4307.68
Pit Orchestra	1723.07	1938.46	2153.84
3-Act	3876.91	4092.30	4307.68
1-Act	2476.92	2692.30	2907.68
Speech H	3607.68	3876.91	4253.83
Speech Assist	2746.15	3069.22	3392.30
Mock Trial	2046.15	2261.53	2476.92
Robotics	2907.68	3123.07	3338.45

<b>Post-season Pay Schedule</b>	<b>Assistant</b>	<b>Head</b>
Teams advancement per week (6+ participants)	\$323.08	\$538.46
Individual Advancement per week (<6 participants)	\$215.38	\$323.08
Pep Band	\$53.85 per event	

Post-season pay is considered as a team and/or individual advancement beyond all

<b>Stipend Only Positions</b>	<b>Stipend</b>
Chamber Choir	\$ 2,358.45
Jazz Band	\$ 2,358.45
Choir Contest	\$ 1,572.30
Band Contest	\$ 1,572.30
MS Jazz	\$ 592.31
Pep Band	\$ 1,184.61
Summer March Head	\$ 1,400.00
Summer March Asst.	\$ 915.38
Yearbook HS	\$ 4,415.37
Yearbook MS	\$ 1,938.46
Yearbook ES	\$ 753.84
Student Council HS	\$ 2,046.15
Student Council MS	\$ 1,292.30
Student Council ES	\$ 1,023.07
Class ADV. 9-12	\$ 646.15
NHS	\$ 1,400.00
FFA (2)	\$ 3,715.37
HS Link (4)	\$ 646.15
MS Link (4)	\$ 646.15
DECA	\$ 1,776.92
STRIVE	\$ 592.31

**SCHEDULE E: 2023-2025**

**Early Childhood Family Education / School Readiness Teacher’s Rate Schedule**

<b>2023-2024</b>		<b>2024-2025</b>	
<b>Levels</b>	<b>Rate</b>	<b>Levels</b>	<b>Rate</b>
1	\$ 28.56	1	\$ 29.64
2	\$ 28.94	2	\$ 30.03
3	\$ 29.32	3	\$ 30.41
4	\$ 29.69	4	\$ 30.80
5	\$ 30.07	5	\$ 31.19
6	\$ 30.44	6	\$ 31.58
7	\$ 30.82	7	\$ 31.97
8	\$ 31.19	8	\$ 32.36
9	\$ 31.57	9	\$ 32.75
10	\$ 31.99	10	\$ 33.19
11	\$ 32.42	11	\$ 33.64
12	\$ 32.85	12	\$ 34.08
13	\$ 33.29	13	\$ 34.54
14	\$ 33.71	14	\$ 34.98
15	\$ 34.14	15	\$ 35.42
16	\$ 34.57	16	\$ 35.87
17	\$ 35.00	17	\$ 36.31
18	\$ 35.43	18	\$ 36.76

**Level Advancement:** ECFE/SR teachers will advance one level provided that the ECFE/SR teacher has rendered a minimum of four hundred (400) hours of paid service in the previous school year. Teachers who work less than four hundred (400) hours per year will advance a level on the subsequent July 1 when paid service equals four hundred (400) hours since last advancement, Section 4, Subd. 1 ECFE/SR Teachers Article XXIII.

## MEMORANDUM OF AGREEMENT

### BETWEEN ISD #883 AND EDUCATION MINNESOTA-ROCKFORD

#### ECFE/SR

This letter is to confirm an agreement between the School District and EMR regarding personal leave for the 2023-2024 and 2024-2025 school years.

#### Section 6. Personal Leave:

**Subd 1.** ECFE/SR teachers working 18 or more hours per week will be granted personal business leave on a prorated basis. At the beginning of each school year, each Teacher with 1 to 7 years of experience in the district shall be allowed two (2) days of personal leave with pay; teachers with 8 to 15 years of experience in the district will receive three (3) days of personal leave with pay; teachers with 16 or higher years of experience will receive four (4) days of personal leave with pay. If a Teacher does not use his/her personal leave days during the school year, the unused personal leave day will accumulate as sick leave unless the Teacher submits in writing, on or before May 10th, a request to be compensated an additional salary equal to a substitute Teacher's daily rate of pay. An adjustment to this request will be made for any personal days used after May 10th.

A personal day may be used for any reasonable purpose at the discretion of the Teacher. A Teacher planning to use a personal leave day shall notify the Early Childhood Coordinator in writing as early as possible, but in any event, at least 24 hours in advance, except in cases of emergency as determined by the District at its sole discretion. In case of an emergency for which 24 hours notice cannot be given, the Teacher must give the reason for the absence.

Personal days may be used by no more than six Teachers and by no more than three Teachers per building at any one time on any given day. Written requests for personal days for any given day shall be granted according to the order in which such requests are received.

Personal days may not be taken the first day of the school year for students and the last day of the school year for students., unless approved by the Superintendent.

**Subd. 2.** Sick Leave Trade for Personal Leave: Teachers who have a minimum of one hundred (100) sick days by the start of each school year may elect to use six (6) unused sick days in trade for one (1) additional personal day for that school year. Qualifying teachers may make this trade each school year for one (1) and only one (1) additional personal day for that year. Teachers who qualify must make this election by September 15 of each school year.

**Subd. 3.** Restrictions: Teachers will not be granted the option of taking additional personal days without pay (dock days) without written permission from the Superintendent. If a teacher has no remaining personal days and if a day(s) without pay is approved by the Superintendent, there will be an amount equal to the annual salary divided by the number of Teacher duty days that shall be deducted for each day's absence. That Teacher will also only receive two personal days the following year, forfeiting the additional days for longevity and also the ability to trade sick leave for personal leave in Article X, Section 6 Subd. 2 for the following year. After that year, the Teacher will regain the right to both of these benefits for subsequent years.



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Superintendent's Report**

Meeting Date: February 21, 2024

Prepared by: Superintendent's Office

Date Prepared: February 5, 2024

Information     Briefing     Action     Enclosure Item(s)

---

Dr. Jeff Ridlehoover to give updates on the district.



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Robotics Celebration**

Meeting Date: February 21, 2024

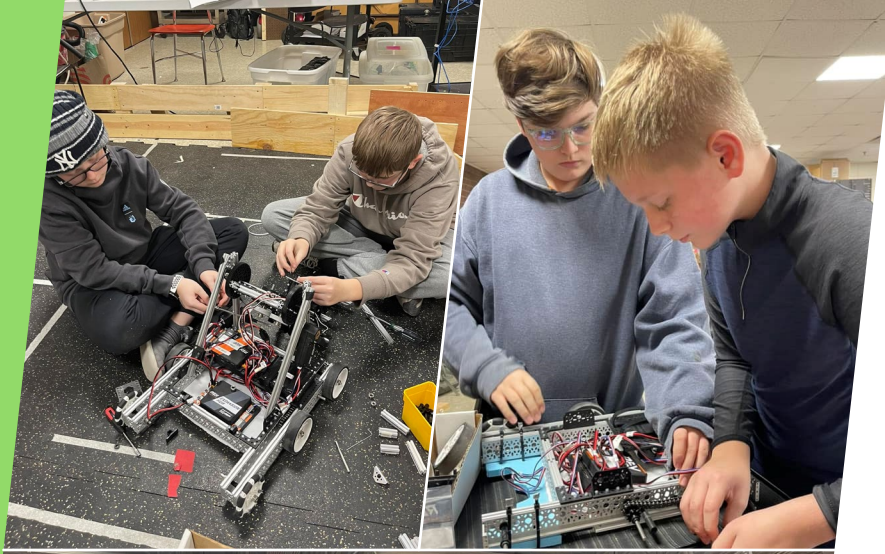
Prepared by: Holly Kimball

Date Prepared: February 20, 2024

Information     Briefing     Action     Enclosure Item(s)

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Holly Kimball and the robotics team will present on the new FTC.



# *RMS Robotics*



**OVERCLOCK**

**Team #23480**



# Who We Are

- ▶ New middle school robotics team
- ▶ Open to 7<sup>th</sup> and 8<sup>th</sup> grade students
- ▶ Compete in *FIRST* Tech Challenge (FTC)
  - ▶ FTC is open to grades 7 - 12
  - ▶ League Format – 3 Meets and Final Tournament



# Our Season

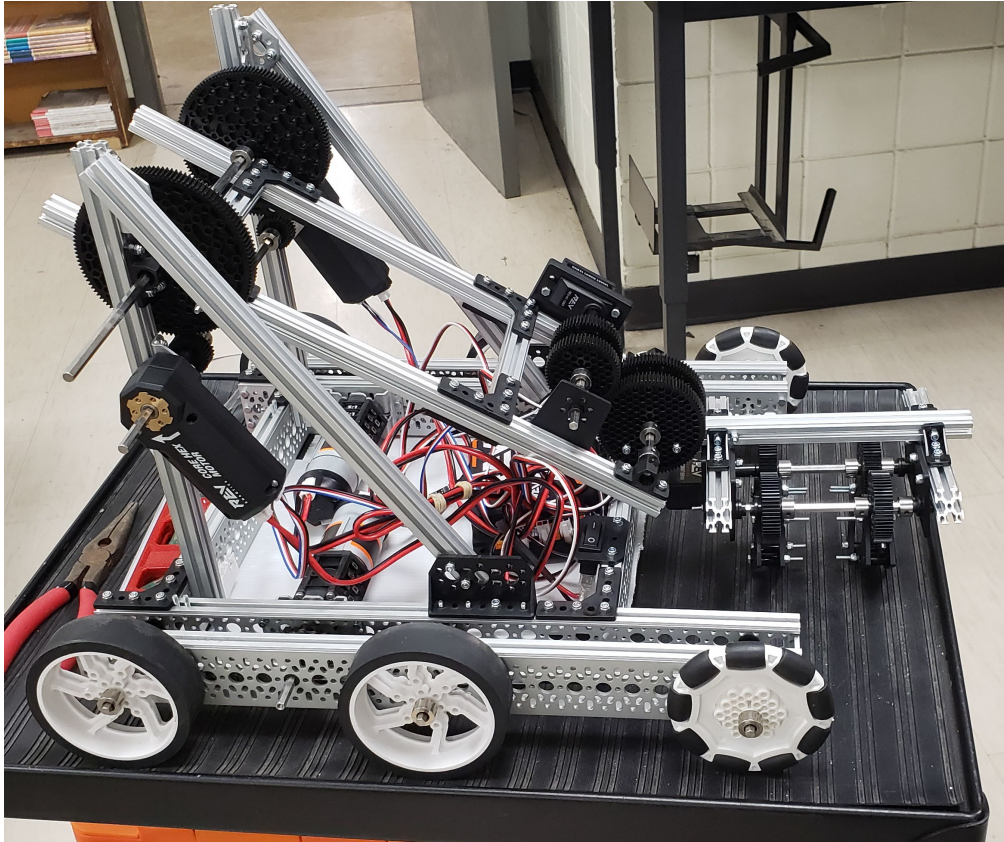
- ▶ Overall Record: 13 - 5 – 0
- ▶ League Play
  - ▶ Took 1<sup>st</sup> in Vermillion league!
  - ▶ Qualified for all elimination brackets
- ▶ League Tournament
  - ▶ Ranked 4<sup>th</sup> at start, ended ranked 5<sup>th</sup>
  - ▶ Made it to final elimination bracket
  - ▶ Lost in semi-finals

League Rankings [Events](#) [Teams](#)

These Rankings reflect only League Meets. Visit a League Tournament's page to view Rankings that include its Qualification Matches.

Rank	Team	Average RP	Average TBP1	Average TBP2	High Score	W-L-T	Matches Played
1	<a href="#">23480</a>	2.00	11.80	11.50	55	10-0-0	15
2	<a href="#">11586</a>	1.90	9.30	22.00	84	9-0-1	15
3	<a href="#">9536</a>	1.80	9.80	29.50	89	9-1-0	15
4	<a href="#">23467</a>	1.70	12.20	13.00	69	8-1-1	15

# Robot Demo



# Next Season Goals

- ▶ Start additional teams
  - ▶ Add 9<sup>th</sup> grade team
  - ▶ Split into 7<sup>th</sup> grade and 8<sup>th</sup> grade teams
- ▶ Host FTC events in Rockford
  - ▶ Help fund program going forward
- ▶ Find additional corporate sponsors



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: RMS-CES Celebration**

Meeting Date: February 21, 2024

Prepared by: RMS-CES Principal Paul Warzecha

Date Prepared: February 14, 2024

Information     Briefing     Action     Enclosure Item(s)

---

RMS-CES will be celebrating the leadership of Grace Oluwafemi who serves in many different ways, most notable being the Student Council President. We will take the opportunity to share some notable aspects of her leadership and then give her an opportunity to give a student update regarding the happenings at RMS-CES.



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: RMS-CES Principals Report**

Meeting Date: February 21, 2024

Prepared by: RMS-CES Principal Paul Warzecha

Date Prepared: February 14, 2024

Information     Briefing     Action     Enclosure Item(s)

---

RMS-CES Principal Paul Warzecha will be giving a brief [presentation](#) regarding RMS-CES happenings including a building update, a review of Consistent Attendance efforts, and sharing about the new RMS-CES outdoor group.



# RMS-CES February Update

February 21st 2023



*In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally minded citizens*



# Student Experience

- Choir Concert - Feb 5
- I love to Read Month
- Spelling Bee
- Band Concert - Feb 8
- Will Durbin Author Visit
- Baker Field Trip
- 2/20-2/23 Snow Week/Dress Up Days
- Dance - March 8th 6-8:30



# Last Time Acknowledgement of Leaders

**Building Leadership Team:** Jamie Madson, Hannah Oliverius, Elise Werth, Molly Wirth, Britta Bauer, Janaee Udalla, Abbi Budde, Amy Bellanger

**PLC Leaders:** Kristine Mateyka, Cassie Korzendorfer, Rachel Sharp, Jan Hendrickson, Holly Biorn, Tracy Sanner

**Front Office:** Stacey Robertson, Monica Palmer, Natalie Braun, Molly Wirth, Ellie Engstrom, Mulbah Nyerkeh, Deputy Oman



# Attendance Matters

- **Consistent Attendance:** Students that Attend 90% or more of the year
- **Chronic Absenteeism:** A student who misses 10% or more of the year
- Efforts of the Counseling PLC to consistently review data and create interventions
- special circumstances

Resources if you want to learn more, check out [MDE Website](#) or [Attendance Works](#)



# Building Updates

- Test Preparation
- Academic Advising Process
- Magnet Pillars
- Biomes
- Blended Learning Playlist on 1/22 Staff Development
- Website Improvements
- Efforts to improve Tier 1 Literacy
- Exploring Soon
  - Hammock Forest
  - Flagpole - Outdoor Classroom



# RMS-CES Outdoor Club

- Minnesota Department of Natural Resources have awarded RMS-CES a Mini grant totaling \$4,235.00 for implementation of an RMS-CES Outdoor Club.
- Open to Grades 5-8
  - Spring 2024 - French Regional Park (geocaching)
  - Fall 2024 - Lake Maria State Park (canoeing)
  - Winter 2025 - Lake Rebecca Regional Park (snowshoeing)
  - Spring 2025 - French Regional Park (geocaching)
- Also funds classroom set of eTrex® SE GPS Handheld Navigator (15)



**Thank You.**



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Restorative Practices**

Meeting Date: February 21, 2024

Prepared by: RMS-CES Principal Paul Warzecha

Date Prepared: February 15, 2024

Information     Briefing     Action     Enclosure Item(s)

---

Principal Paul Warzecha will give an update as to the district's efforts to build awareness, skills, and strategies around the area of Restorative practices for those starting first with those in roles connected with Student Support Services with future steps to include staff. This training was customized to the needs of Rockford Area Schools by Sheila Dokken in video format to provide a long-term foundation of restorative practices work for current and future employees in an effort to maximize efficiency and practice stewardship of our resources.



# Restorative Practices Update

February 21st 2023

\*Material Cannot be Shared outside of RAS



*In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally minded citizens*

# What are Restorative Practices?

Restorative Practices are ways of pro-actively developing relationships and community, as well as repairing community when harm is done. After conflict or harm, Restorative Practices provide a way of thinking about, talking about, and responding to issues and problems by involving all participants to discuss their feelings and opinions, identify what happened, describe how it affected everyone, and find solutions to make things better. Rather than a separate initiative, Restorative Practices are underlying mindsets, practices, and simply “how we do business” in schools. When successfully integrated throughout the school culture and climate, Restorative Practices create safe and productive learning spaces where students develop social and emotional skills and strong relationships with peers and adults. These practices have been around for 1000s of years, and we honor the Native cultures who created them.

Punitive →

Behavior is like an iceberg

What you see...

- Am I safe?
- Am I loved?
- Do I matter?
- I feel angry.
- I feel sad.
- I feel scared.
- I feel hungry or tired.
- I am feeling overwhelmed.
- I have developmental delays.
- I can't communicate any other way!
- I feel overstimulated. I have sensory needs.
- I need understanding or help!

(What they're really saying)

[www.consciousdiscipline.com](http://www.consciousdiscipline.com) [www.ignitelearningllc.blogspot.com](http://www.ignitelearningllc.blogspot.com)

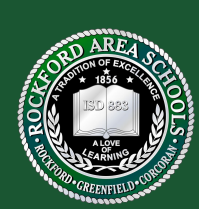
Restorative ←





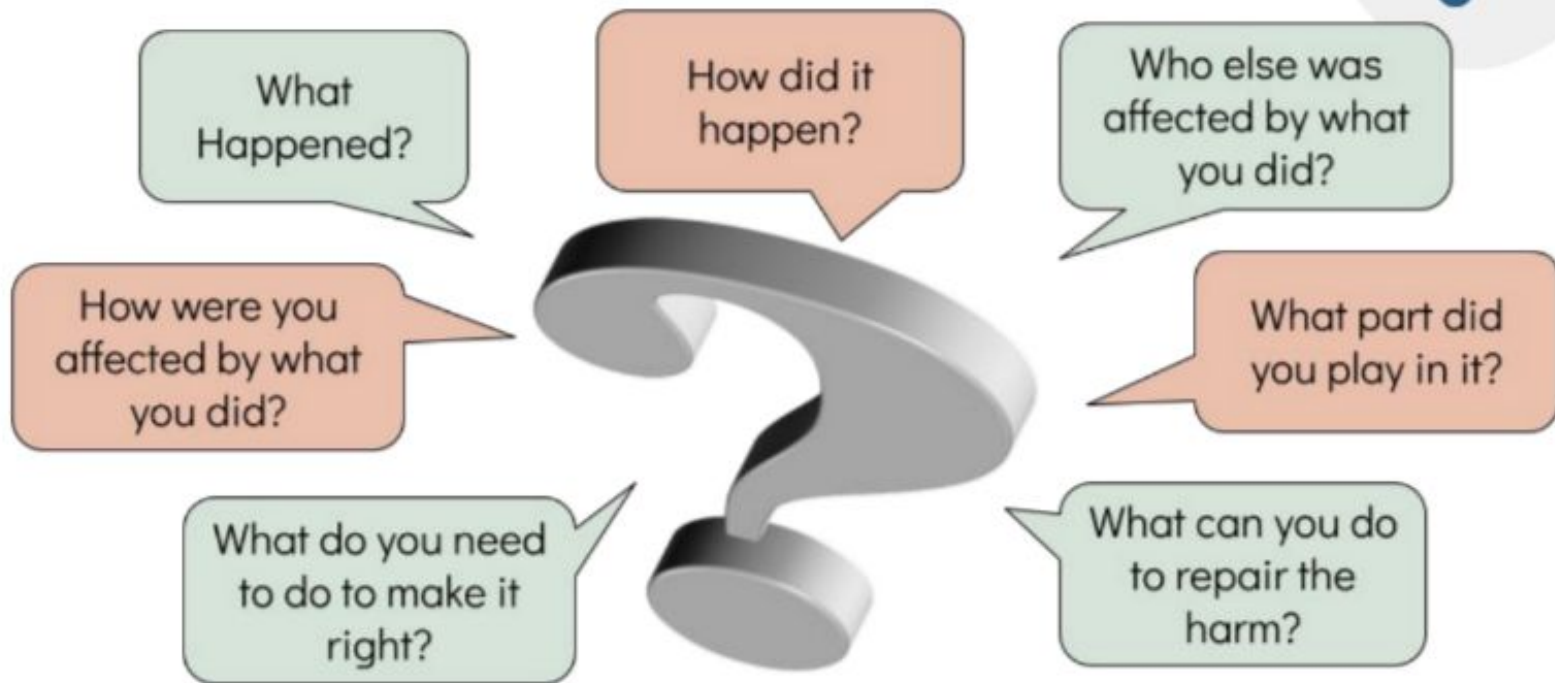
# Restorative Practice is about ---

- ★ Building
    - ★ Maintaining
      - ★ Restoring
        - ★ Sustaining
- Relationships*



# Why Restorative?

- Improves School and Classroom Climate  
(Responsibility & Relationships)
- Promotes Social-Emotional Skill Development
- Increase Safety
- Decrease Conflict & Volatile Situations
- Promote Student Engagement



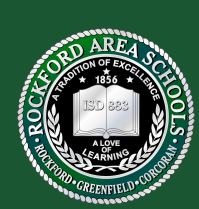
## 7 Questions that Change School Discipline

**“Knowing how to  
effectively  
handle conflicts  
is a significant  
life skill.”**



# What is a Restorative Conversation or Chat?

- Short (5-10 minute) dialogue between two people
- Typically, this occurs between a teacher and student; however, it can be used in almost any context including a principal and teacher or staff member
- Intentional conversations that start off positive and give the student or other party the opportunity to reflect
- Once the concern or issue is stated then both parties work to figure out how to heal the harm
- Follow up in a couple of days or a week later to see how things have changed



# Now What?

- Why Training?
- Why Restorative Practices
- Why Now?
- Why Sheila Dokken?
- Staff Awareness with Focus on Counselors / Stop & Think / Safety Specialists
  - Two 40+ min training videos specifically designed for the needs of RAS
  - 30 min- Feb 22nd Google Meet with Sheila Dokken
  - 30 min - March 22nd Google Meet with Sheila Dokken
  - Spring Implementation



**Thank You.**



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: DECA Field Trip Approval**

Meeting Date: February 21, 2024

Prepared by: Joe Huber

Date Prepared: February 15, 2024

Information     Briefing     Action     Enclosure Item(s)

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Permission request for RHS DECA Chapter to participate in state competitions.



# DECA Internationals Presentation

RAS Board Meeting – 2/21/2024



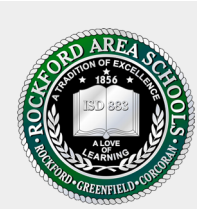
*In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally minded citizens.*



# DECA Background

- Business-oriented club
- Prepares emerging leaders and entrepreneurs in the following areas:
  - Marketing
  - Finance
  - Hospitality
  - Management





# 2023-2024 Competition Successes

## Competition

- Districts: 63 competitors
- State: 41 qualifiers (65% of chapter)
- 2+ Events: 20 members (New Record!)
- Nationals Qualifiers: 6 members (so far)





# THRIVE Campaign

# Presented by Hannah and Sophie Ekman

### MEMBERSHIP

Guide your membership efforts by meeting these goals.

**20**

MORE STUDENTS  
THAN LAST YEAR

OR

**20**

ALUMNI

OR

**20**

PROFESSIONALS

### DEADLINE 12.1.23

Meet **ACHIEVEMENT LEVEL** by meeting the requirements in any one of the categories: Students, Alumni or Professionals of the Membership Campaign and receive a pennant and certificate.

Meet **THRIVE LEVEL** by meeting the requirements in any two of the categories of the Membership Campaign and receive a pennant, plaque, flag and two allocations to attend the Thrive Academy at KDCI.

### PROMOTIONAL

Conduct these promotional activities from the beginning of your school year through DECA Month.

**3**

SCHOOL  
OUTREACH ACTIVITIES

+

**3**

SUCCESS STORIES  
OF ALUMNI

+

**3**

COMMUNITY  
OUTREACH ACTIVITIES

### DEADLINE 12.1.23

Meet **ACHIEVEMENT LEVEL** by meeting the requirements in any one of the DECA Month Chapter Campaigns (Promotional Campaign, Community Service Campaign or Ethical Leadership Campaign) and receive a pennant and certificate.

Meet **THRIVE LEVEL** by meeting the requirements in any two of the DECA Month Chapter Campaigns (Promotional Campaign, Community Service Campaign or Ethical Leadership Campaign) and receive a pennant, plaque, flag and two allocations to attend the Thrive Academy at KDCI.

### COMMUNITY SERVICE

Conduct a community service activity from the beginning of your school year through DECA Month.

**1**

OR MORE COMMUNITY  
SERVICE ACTIVITIES

+

**75%**

OR MORE PARTICIPATION  
OF YOUR DECA MEMBERS

+

**1**

FORM OF PUBLICITY  
OR PROMOTION

### ETHICAL LEADERSHIP

Conduct these ethical leadership activities from the beginning of your school year through DECA Month.

**3**

ETHICAL LEADERSHIP  
CHALLENGE ENTRIES

+

**3**

ETHICAL LEADERSHIP SCHOOL  
OUTREACH ACTIVITIES

+

**3**

ETHICAL LEADERSHIP COMMUNITY  
OUTREACH ACTIVITIES

### ADVOCACY

Advocate during Career and Technical Education Month\* in February.

**3**

SCHOOL  
OUTREACH ACTIVITIES

+

**3**

PUBLIC POLICY  
MAKERS OUTREACH

+

**3**

COMMUNITY  
OUTREACH ACTIVITIES

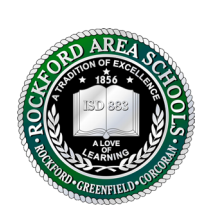
### DEADLINE 3.1.24

Meet the requirements in the Advocacy Campaign during February and receive a pennant, special plaque from the U.S. Congressional Advisory Board and a letter of recognition sent to your school administrator and government officials.

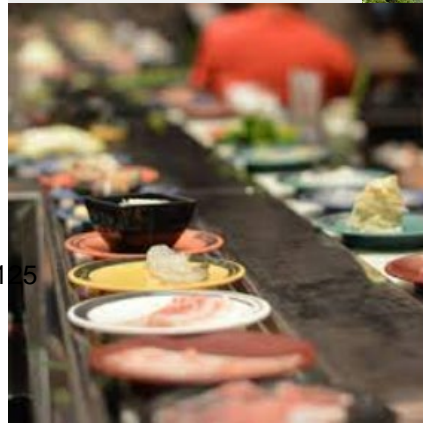


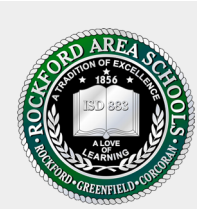
# DECA SCDC Highlights

- 3 days, 2 nights downtown at Hyatt Regency (or neighboring hotel)
- State Competition (Sunday/Monday)
  - Roleplays
  - Research Projects
  - Chapter Projects
  - Cluster Exams
- Awards / Finals (Monday/Tuesday)
  - Preliminary Awards
  - Final Competition
  - Grand Awards Ceremony



- Awards ceremonies at the Minneapolis Convention Center (2 blocks away through skyway)
- All competitions within Hyatt Regency Hotel
- Limited optional group excursions to nearby restaurants





# Funding

Estimated Costs	Per Student	Total
Hotel	\$112	\$4,608
Registration	\$85	\$3,570
Totals	\$197	\$8,178

- Student contribution level determined by fundraising participation

Estimated Funding	
Student Contribution	Up to \$200/ea
DECA Chapter contribution	Up to \$4000



**Thank You!**



EXTENDED FIELD TRIP APPLICATION – FINAL APPROVAL

Final approval must be granted prior to engaging in securing contracts and collecting fees from students. Approval of this final application authorizes the teacher/advisor to proceed with trip planning, including expending the appropriate funds.

School: RHS

Group/Class: DECA

Teacher(s)/Advisor(s) submitting request: Huber

# of students: 41 # of school personnel: 1 # of chaperones: 2

Destination: Hyatt Regency - Minneapolis Address: 1300 Nicollet Mall, Mpls MN 55403

Have students received teachers' approval to miss class? Yes  No

Departure Date: 3/10/24 Departure Time: 9:00AM Return Date: 3/12/24 Return Time: 6:00PM

Days absent: When school is in session: 2 Non-school days/vacation time: 1

Have reasonable accommodations been made for students with disabilities? Yes  No

For trips that contract a tour service, has the contract been reviewed and approved by the Business Manager? Yes  No  N/A

For trips outside the Continental US and those using a travel services, provide the name of the travel service:  
N/A

For trips outside of the Continental US, please attach your emergency procedures.  
Who has signed off on discussing school discipline policies with students? [Signature]  
Who has signed off on discussing school discipline policies with staff and chaperones? [Signature]

TRANSPORTATION: Attach request if using district transportation.

School buses and/or 7 or 8 person vans: 1 N/A: \_\_\_\_\_  
\_\_\_\_\_ Public Transportation \_\_\_\_\_ Contracted Transportation: \_\_\_\_\_

Place of lodging: Hyatt Regency Dates: 3/10/24 - 3/12/24 (Name of Service; attach contract)

<b>COSTS:</b> (Estimate per student)		
Transportation	\$ _____	Expenses to be paid by the district \$ <u>0</u>
Meals	\$ _____	Expenses to be paid by special funds \$ <u>Up to \$100/student</u>
Substitute Teachers	\$ _____	
Lodging	\$ <u>112</u>	Explain special funding and/or procedures for handling instances of economic need: <u>Fundraising and students mix to cover all costs</u>
Other (fees, ins)	\$ <u>85</u>	
Total	\$ <u>197</u>	

- The following documentation must be attached:
- Emergency procedures
  - Tentative itinerary
  - Signed memo of contract/insurance approval from Business Manager

APPROVAL: Final approval requires the following signatures.  
School Principal: [Signature] Date: 2/20/24

Superintendent (or Designee): \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval: Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_

Comments \_\_\_\_\_



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: FFA Field Trip Approval**

Meeting Date: February 21, 2024

Prepared by: Joe Ramstad

Date Prepared: February 7, 2024

Information     Briefing     Action     Enclosure Item(s)

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We will provide information on the upcoming State FFA Convention trip and an invitational opportunity at South Dakota State University.

Slides Link:

[https://docs.google.com/presentation/d/1boREggWn7ef6rmiRCzMKANeFPk\\_nMhBSJE7FQuyDNiQ/edit?usp=sharing](https://docs.google.com/presentation/d/1boREggWn7ef6rmiRCzMKANeFPk_nMhBSJE7FQuyDNiQ/edit?usp=sharing)

# INTRODUCTION

- Agricultural Education Teachers and FFA Advisors at RMS and RHS.
  - ◆ Monica Pinkerman
  - ◆ Joe Ramstad
- We strive to offer hands-on, minds-on instruction in agriculture, food and the environment to produce globally-minded innovators and leaders.
- Agriculture is more than farming!



# PROGRAMMATIC MISSION

## ROCKFORD AG ED DEPARTMENT

*Through hands-on learning, students will be inspired to tackle grand challenges and innovate solutions. Today, we empower our students so they grow into tomorrow's analytical consumers and advocates for ag, food and the environment.*

## NATIONAL FFA ORGANIZATION

*FFA makes a positive difference in the lives of students by developing their potential for premier leadership, personal growth and career success through agricultural education.*

**ROCKFORD SCHOOLS:** *To foster the development of a caring environment by prioritizing **personal relationships** and creating a collaborative culture that prepares all students to become inquisitive **lifelong learners** who act as compassionate **global citizens**.*

# LITTLE I INVITATIONAL

- Who: Up to 8 Rockford FFA members and 2 chaperones
- What:
  - ◆ Practice in competitive events
  - ◆ An industry tour on the drive down
  - ◆ A tour of the SDSU campus while we are there
  - ◆ Recognition of award winners
- Where: South Dakota State University
  - ◆ Hotel would be near the college.
- When: April 4-April 5 (1 day of school)



# LITTLE I INVITATIONAL

- Why:
- ◆ Opportunities for students to explore careers and possibilities after high school.
  - ◆ Our first time attending ever as a chapter to see if there is value in going again in the future with other teams.
  - ◆ Good practice for students before the state competitions.



# LITTLE I INVITATIONAL

## → Costs:

- ◆ Housing, registration and entertainment costs will be absorbed by the members attending and/or fundraising and donations.
- ◆ Minimal costs overall; likely <\$50 per student for 1 days of lodging, registration and entertainment.



# STATE FFA CONVENTION

- Who: Up to 60 Rockford FFA members and 2-4 chaperones (including advisors)
- What:
  - ◆ Hands-on experiences in competitive events
  - ◆ Leadership and “soft skill” development
  - ◆ Career exploration and engagement
  - ◆ Recognition of award winners
- Where: University of Minnesota—Twin Cities
  - ◆ Hotel would be near the convention center.
- When: April 21-23



# STATE FFA CONVENTION

- Why:
- ◆ Opportunities for students to explore careers and possibilities after high school.
  - ◆ Recognition of award winners for CDEs, LDEs, proficiencies and learning the results of the 2024 National Chapter Award.
  - ◆ New experiences means learning for all!



# STATE FFA CONVENTION

- Costs:
- ◆ Housing, registration and entertainment costs will be absorbed by the members attending and/or fundraising and donations.
  - ◆ Minimal costs overall; likely <\$50 per student for 2 days of lodging, registration and entertainment.





**EXTENDED FIELD TRIP APPLICATION – PRELIMINARY APPROVAL**

An Extended Field Trip is one that exceeds one night or more. Preliminary approval must be granted prior to the announcement of the trip to students or parents. Approval of this application authorizes the teacher/advisor to determine student and parent interest, acquire cost information, and generally assess the feasibility of the trip.

School: RMSIRHS

Group/Class: FPA

Teacher(s)/Advisor(s) submitting request: Joe Ramstad/Monica Pinkerman

Estimated number of students participating: 55

Destination: University of Minnesota – Twin Cities

Address: 1999 Buford Ave, St. Paul, MN 55108

Education and/or activity objectives: State FPA Convention, College tour

Dates of the trip: 1/21 - 1/23

Days absent: When school is in session: 2

Non-school days/vacation time: 1

Estimated cost per student: \$50

Source of funding: Student:  District: \_\_\_\_\_ Other: \_\_\_\_\_

FPA budget

**APPROVAL:**

Preliminary approval requires the following signatures.

School Principal: [Signature] Date: 2/14/24

Superintendent (or designee): \_\_\_\_\_ Date: \_\_\_\_\_

Final Approval should be submitted to the Superintendent no later than: March Board Mtg

**STEP Two: Preliminary Trip Planning**

- Consult Policy 610R Field Trips for detailed guidelines for trip planning and preparation.
- Meet with parents and students to determine interest.
- Ensure that reasonable accommodations are made for students with disabilities.
- Prepare and submit the FINAL APPROVAL form and submit to the building principal.
  - o **DO NOT** make final plans or expend funds toward the trip without first receiving FINAL APPROVAL.
  - o Teachers/trip advisors **may not** sign contracts with outside agencies. These contracts must be signed at the district level. Please submit the contract in advance of seeking final approval.

**STEP Three: Secure FINAL APPROVAL**

- Submit FINAL APPROVAL form.
- Allow for at least **six weeks** for the Extended Field Trip FINAL APPROVAL application to pass through the entire approval process.
- FINAL APPROVAL for travel outside the Continental United States must be **granted at least five months** prior to the trip.

Distribution: Original to Principal, signed copies to teacher(s)/advisor(s) submitting the application, office copy



**EXTENDED FIELD TRIP APPLICATION – PRELIMINARY APPROVAL**

An Extended Field Trip is one that exceeds one night or more. Preliminary approval must be granted prior to the announcement of the trip to students or parents. Approval of this application authorizes the teacher/advisor to determine student and parent interest, acquire cost information, and generally assess the feasibility of the trip.

School: RMS/RHS

Group/Class: FFA

Teacher(s)/Advisor(s) submitting request: Joe Ramstad/Monica Pinkerman

Estimated number of students participating: 8

Destination: SDSU

Address: 1451 Stadium Rd, Brookings, SD 57007

Education and/or activity objectives: College tour, industry tour, FFA Little I Competition

Dates of the trip: ~~4/4-4/5~~ 4/4-4/5

Days absent: When school is in session: 1 day (leaving after school 4/4)

Non-school days/vacation time: 0

Estimated cost per student: \$50

Source of funding: Student:  District: \_\_\_\_\_ Other: \_\_\_\_\_

FFA budget

**APPROVAL:**

Preliminary approval requires the following signatures

School Principal: [Signature] Date: 2/14/24

Superintendent (or designee): \_\_\_\_\_ Date: \_\_\_\_\_

Final Approval should be submitted to the Superintendent no later than: March Board Mtg

**STEP Two: Preliminary Trip Planning**

- Consult Policy 610R Field Trips for detailed guidelines for trip planning and preparation.
- Meet with parents and students to determine interest.
- Ensure that reasonable accommodations are made for students with disabilities.
- Prepare and submit the FINAL APPROVAL form and submit to the building principal.
  - o **DO NOT** make final plans or expend funds toward the trip without first receiving FINAL APPROVAL.
  - o Teachers/trip advisors **may not** sign contracts with outside agencies. These contracts must be signed at the district level. Please submit the contract in advance of seeking final approval.

**STEP Three: Secure FINAL APPROVAL**

- Submit FINAL APPROVAL form.
- Allow for at least **six weeks** for the Extended Field Trip FINAL APPROVAL application to pass through the entire approval process.
- FINAL APPROVAL for travel outside the Continental United States must be **granted at least five months** prior to the trip.

Distribution: Original to Principal, signed copies to teacher(s)/advisor(s) submitting the application, office copy



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Robotics Field Trip Approval**

Meeting Date: February 21, 2024

Prepared by: Holly Kimball

Date Prepared: February 20, 2024

Information     Briefing     Action     Enclosure Item(s)

---

Holly Kimball will present for approval of the Robotics field trip.



Rockford Area Schools – ISD 883

### EXTENDED FIELD TRIP APPLICATION – FINAL APPROVAL

**Final approval must be granted prior to engaging in securing contracts and collecting fees from students.** Approval of this final application authorizes the teacher/advisor to proceed with trip planning, including expending the appropriate funds.

School: \_\_\_\_\_ Rockford High School \_\_\_\_\_

Group/Class: \_\_\_\_\_ Rockford Robotics \_\_\_\_\_

Teacher(s)/Advisor(s) submitting request: \_\_\_\_\_ Holly Kimball \_\_\_\_\_

# of students: 13 # of school personnel: 1 # of chaperones: 4

Destination: DECCA Address: 350 Harbor Drive, Duluth, MN 55802 Have students received teachers' approval to miss class? Yes \_\_\_\_\_ No x working on email to teachers

Departure Date: Feb 28th Departure Time: 2:45pm Return Date: Mar 2nd Return Time: 6:00 pm Days absent: When school is in session: 2 Non-school days/vacation time: 2 Have

reasonable accommodations been made for students with disabilities? Yes x No \_\_\_\_\_ For trips that contract a tour service, has the contract been reviewed and approved by the Business Manager? Yes n/a No \_\_\_\_\_ For trips outside the Continental US and those using a travel services, provide the name of the travel service:

**For trips outside of the Continental US, please attach your emergency procedures.**

Who has signed off on discussing school discipline policies with students? n/a \_\_\_\_\_

Who has signed off on discussing school discipline policies with staff and chaperones? n/a \_\_\_\_\_

**TRANSPORTATION: Attach request if using district transportation.**

School buses and/or 7 or 8 person vans: \_\_\_\_\_ N/A: \_\_\_\_\_

x Public Transportation \_\_\_\_\_ Contracted Transportation: \_\_\_\_\_ (Name of Service; attach contract)

Place of lodging: \_\_\_\_\_ Holiday Inn \_\_\_\_\_ Dates: 2/28 through 3/2

**COSTS:** (Estimate per student)

Transportation \$ \_\_\_\_\_ Expenses to be paid by the district \$ \_\_\_\_\_ Meals \$ 300

Expenses to be paid by special funds \$ \_\_\_\_\_ Substitute Teachers \$ \_\_\_\_\_

Lodging \$ 140 per student Explain special funding and/or procedures for handling instances of economic Other (fees, ins)

\$ \_\_\_\_\_ need: \_\_\_\_\_ Total \$ 440 per student

\$6000 for registration was paid by school and included basic parts for Robots

½ students paid for hotel through fundraising since Sept, all others will pay via check. Robotics has funds to cover if needed

Students will pay for their own meals except breakfast which is provided by hotel daily.

**The following documentation must be attached:**

- Emergency procedures
- Tentative itinerary
- Signed memo of contract/insurance approval from Business Manager

**APPROVAL:** Final approval requires the following signatures.

School Principal: \_\_\_\_\_ Date: 2/15/24

Superintendent (or Designee): \_\_\_\_\_ Date: 2.16.24



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: AIPAC Presentation and Vote of Concurrence**

Meeting Date: February 21, 2024

Prepared by: Jamie Madson

Date Prepared: February 15, 2024

Information     Briefing     Action     Enclosure Item(s)

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Jamie Madson, RMS-CES CIC and district designee to our local American American Parent Advisory Committee (NAPAC), will introduce Elizabeth Blackhawk, local AIPAC chairperson. Ms. Blackhawk will share with the Board the NAPAC decision regarding concurrence for the 2023-24 school year.

Annually, local AIPAC committees are required to formally vote regarding whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

There is no formal action required of the Board at this time. If the finding is of concurrence, the Board chair will sign a statement (along with the Superintendent and AIPAC chair). If the finding is of non-concurrence, the Board would have 60 days to issues a written response to the AIPAC committee's concerns.

Our local NAPAC committee will be conducting their vote on February 21, 2024 during their monthly meeting, so an indication of concurrence or non-concurrence is not available ahead of the Board meeting.

## Annual Compliance Overview

[Minnesota Statutes 2023, section 124D.78](#) requires Minnesota districts, charters, and tribal schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the statute cites that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

To be compliant with this statutory requirement, districts, charters, and tribal schools are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for American Indian Parent Advisory Committee members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

## The Vote and Resolution

If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence. This vote is formally reflected on the annual compliance documents. Members of the AIPAC must present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to the OAIE.

## Completing and Submitting the Documents

***The following items are required when submitting annual compliance:***

- ✓ The annual compliance/vote of concurrence or nonconcurrence document.
- ✓ The AIPAC resolution document.
- ✓ The AIPAC roster and district employee sign-in sheet (available to download on the OAIE webpage).
- ✓ The American Indian Education Aid Program Plan Review.

***All items are fillable PDF forms. When completing, remember to:***

- Include the district or school name and identifying number.
- Place a check mark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required. *\*Digital signatures are accepted.*
- Use the drop-down menu in the roster to select the appropriate committee member options.

***The District or School Does Not Have an AIPAC:***

Districts or schools that do not have an AIPAC are still required to complete this paperwork.

- Place a check mark or X next to “Does Not Have an AIPAC”.
- Obtain the signature of the superintendent or charter/tribal school director and the school board chair. The resolution page is not required.

***Submission Deadline:***

Email all required items **by March 1** to: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

# Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: \_\_\_\_\_

## The American Indian Parent Advisory Committee Vote

### \_\_\_\_\_ *The AIPAC Issued a Vote of Concurrence*

Date of Concurrent Vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

### \_\_\_\_\_ *The AIPAC Issued a Vote of Nonconcurrence*

**A vote of nonconcurrence** requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: \_\_\_\_\_

Date the AIPAC presented to the school board: \_\_\_\_\_

Date the written response from the school board is due: \_\_\_\_\_

### \_\_\_\_\_ *The District/School Does Not Have an AIPAC*

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

## Required signatures

*\*Digital signatures are accepted*

\_\_\_\_\_  
*School Board Chairperson* *Date*

\_\_\_\_\_  
*Superintendent or Charter/Tribal School Director* *Date*

\_\_\_\_\_  
*AIPAC Chairperson* *Date*

## The American Indian Parent Advisory Committee Resolution

**WHEREAS**, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

**WHEREAS**, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

**WHEREAS**, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

**WHEREAS**, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

**THEREFORE BE IT RESOLVED**, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

\_\_\_\_\_ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.

\_\_\_\_\_  
*AIPAC Chairperson Printed Name and Signature*

\_\_\_\_\_  
*Date*

# American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education at the Minnesota Department of Education. This document is necessary to submit with your compliance documentation and eligibility for American Indian Education Aid next year.

[Minnesota Statutes 2022, section 124D.81, subdivision 3.](#) **Additional requirements.**

Each district receiving aid under this section must each year conduct a count of American Indian children in the schools of the district; test for achievement; identify the extent of other educational needs of the children to be enrolled in the American Indian education program; and classify the American Indian children by grade, level of educational attainment, age and achievement. Participating schools must maintain records concerning the needs and achievements of American Indian children served.

## Directions

This document should be shared with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation due to the Office of American Indian Education on March 1, 2024. Ultimately, this document is a portion of the Compliance documentation submitted to the Office of American Indian Education as required by [Minnesota Statutes 2022, 124D.78, subdivision 2.](#)

Using the approved American Indian Education Aid application that was submitted Fall 2023, communicate how the district has progressed towards all the goals outlined within each narrative that was provided for areas 1-6. Data should be shared with the AIPAC in order for the AIPAC to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) for districts is another useful tool for AIPACs to understand programming and to vote on concurrence.

## Measurable Goals

These program details must align to [Minnesota Statutes 124D.81, subdivision 2.](#)

**Focus Area 1:** Support postsecondary preparation for pupils

**Focus Area 2:** Support the academic achievement of American Indian students

**Focus Area 3:** Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils

**Focus Area 4:** Provide positive reinforcement of the self-image of American Indian pupils

**Focus Area 5:** Develop intercultural awareness among pupils, parents, and staff

**Focus area 6:** Supplement (not supplant) state and federal educational and co-curricular programs

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Support postsecondary preparation for pupils			
Support the academic achievement of American Indian students			

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils			
Provide positive reinforcement of the self-image of American Indian pupils			
Develop intercultural awareness among pupils, parents, and staff			
Supplement (not supplant) state and federal educational and co-curricular programs			

## Approval

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*AIPAC Chairperson* *Date*

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*Director of Indian Education* *Date*

## Contact us

For more information, please visit our website at <https://education.mn.gov/MDE/dse/indian/parent/>

Please submit this documentation to: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

## The American Indian Parent Advisory Committee (AIPAC) Roster

### About Membership

Per [Minnesota Statutes, section 124D.78, subdivision 3](#), *The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.*

### About the Roster and Sign-in Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. You **must** include the committee member's name, email, and phone in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

The sign-in sheet for district, charter, or Tribal contract school employees is also fillable. School personnel often participate in committee meetings and serve as a bridge between the committee and the district, charter, or Tribal contract school, helping to navigate school processes while furthering the goals and initiatives of the committee members. Employee participation levels vary depending on the district, charter school, or Tribal contract school. If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district, charter school, or Tribal contract school sign-in sheet.

### Submission

Fall: For districts, charter schools, or Tribal contract schools participating in the American Indian Education Aid program: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)

March 1: As part of the AIPAC and district, charter school, or Tribal contract school Annual Compliance process: [MDE.AIEA@state.mn.us](mailto:MDE.AIEA@state.mn.us)



Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation

**District, Charter, or Tribal Contract School Employee Sign-in Sheet**

<b>Employee Name, Email, and Phone</b>	<b>Employee Title</b>



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Rockford Community Education Update**

Meeting Date: February 21, 2024

Prepared by: Melissa Joseph

Date Prepared: February 14, 2024

Information     Briefing     Action     Enclosure Item(s)

---

RCC updates:

- a. Members
- b. Pickleball
- c. Equipment

Community Education:

- a. Spring/Summer Brochure in mailboxes by Mid-April
- b. New Class: Flower Hours
- c. New Ideas: Summer Tutoring, young entrepreneurs
- d. Preschool fee raise

Wellness:

- a. Monthly staff wellness activities
- b. Education Foundation Grant (golf, chair massages, speaker)



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: School Year 24-25 planning & Enrollment estimates**

Meeting Date: February 21, 2024

Prepared by: CFO Bridget Peterson

Date Prepared: February 15 , 2024

Information     Briefing     Action     Enclosure Item(s)

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Enrollment projections for fiscal year 2024-2025 and beyond will be presented and discussed. The enrollment projections for 2024-2025 will be used to develop the 2024-2025 school year budget.

School year 2024-2025 budget planning timeline will be presented and discussed.



## **Budget Timeline Fiscal Year 2024-2025**

### **February 2024**

- Minnesota legislative session began their work February 12<sup>th</sup> – non-funding year
- Enrollment projections and trends presented to board
- School Board discussion on budget assumptions, parameters and timelines
- Staffing process begins and allocations are distributed
- Preliminary budget assumptions are developed

### **March 2024**

- General fund financial update & projections
- Budget assumptions are presented
- School sites submit a draft version of staffing

### **April 2024**

- Budget development process continues
- Other funds financial update & projections presented

### **May 2024**

- Budget development process continues
- School board adopts the FY 2024-2025 budget
- Minnesota legislative session adjourns May 20th

### **June 2024**

- School board adopts the FY 2024-2025 budget (back-up date)



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Learning and Innovation Report**

Meeting Date: February 21, 2024

Prepared by: Superintendent's Office

Date Prepared: February 5, 2024

Information     Briefing     Action     Enclosure Item(s)

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Dr. Jeff Ridlehoover to give an update on the READ Act.



# Rockford Area Schools Department of Learning & Innovation

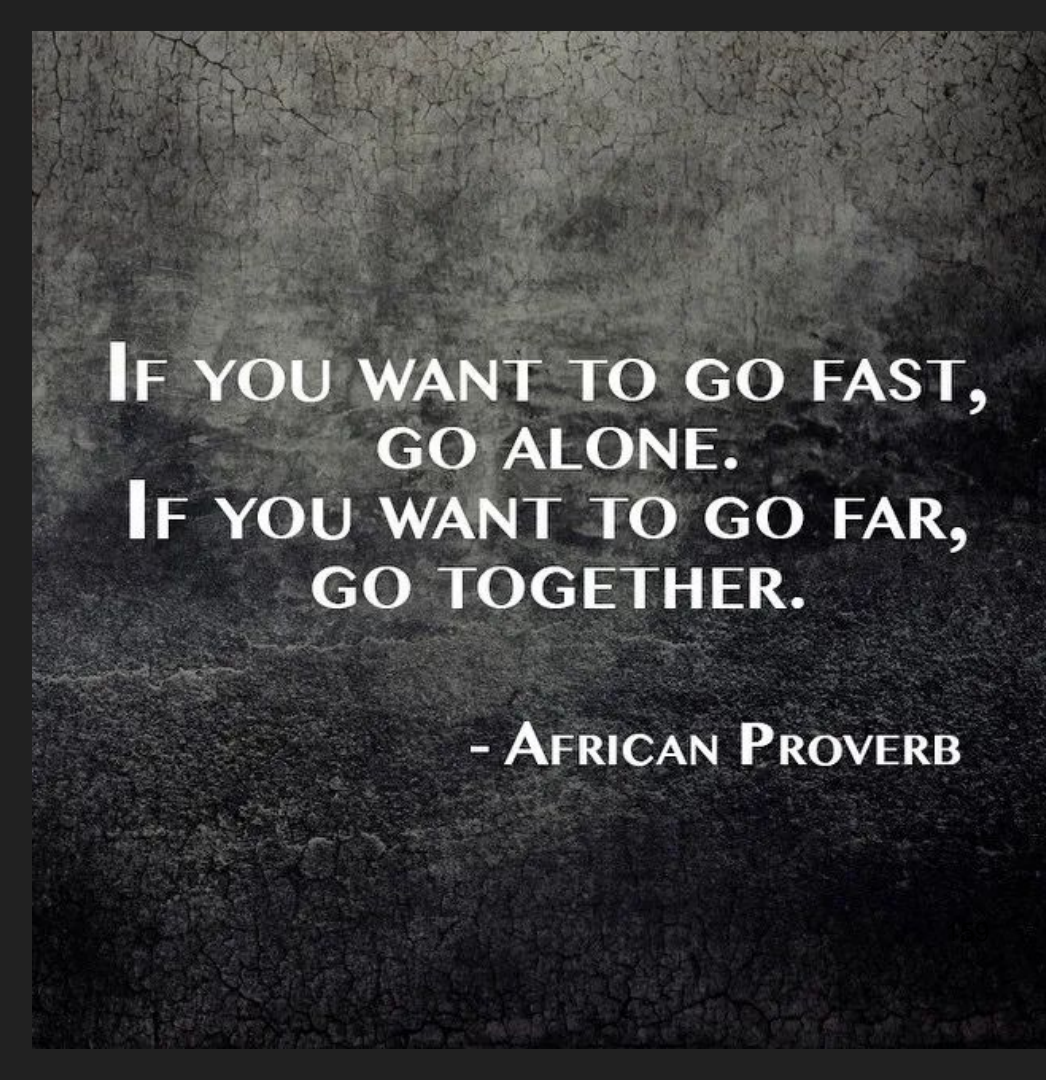
Board Report  
February 2024

*Dr. Jeff Riddlehoover*

# Instructional Roadmap

- BILT Structure
- Standards
- Learning Targets
- Common Language





**IF YOU WANT TO GO FAST,  
GO ALONE.  
IF YOU WANT TO GO FAR,  
GO TOGETHER.**

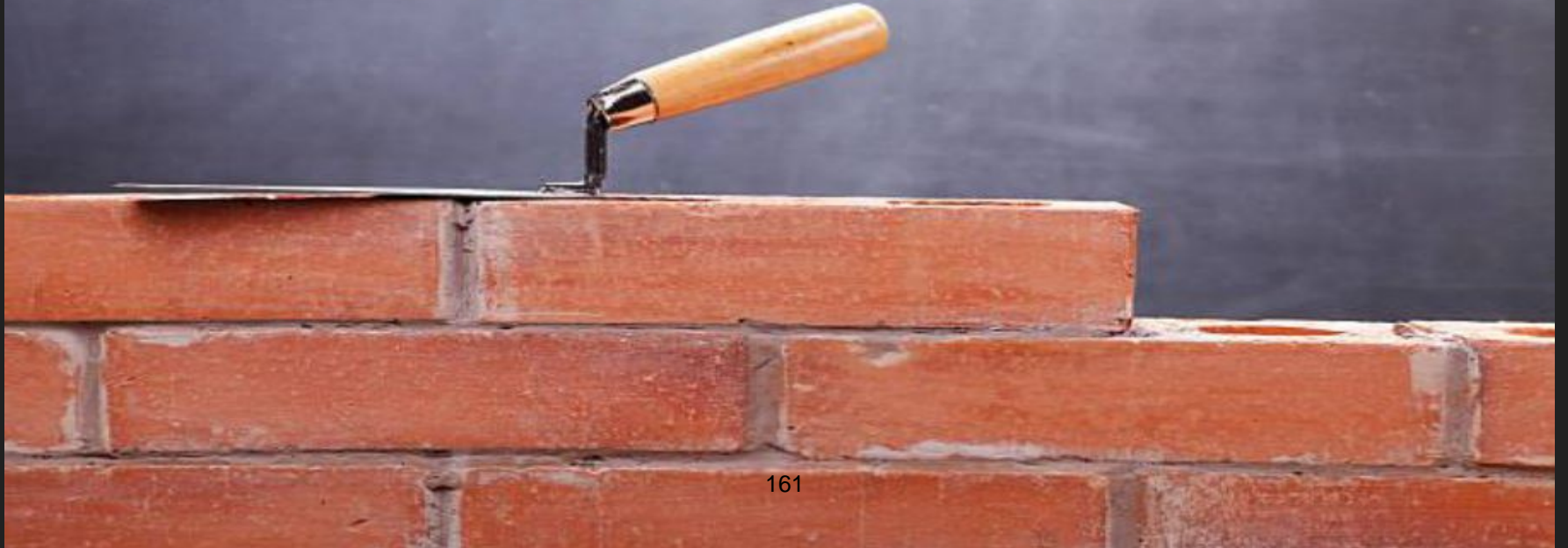
**- AFRICAN PROVERB**



GO SLOW

TO GO FAST

# Building On A Solid Foundation





# INSTRUCTIONAL ROADMAP SY 24-25

1

## Standards

Clear purpose

2

## Learning Targets

Students know the purpose

3

## Assessments

Assess the purpose

## STRATEGIC DIRECTION

Support student achievement & growth, literacy

## STRUCTURED SUPPORT

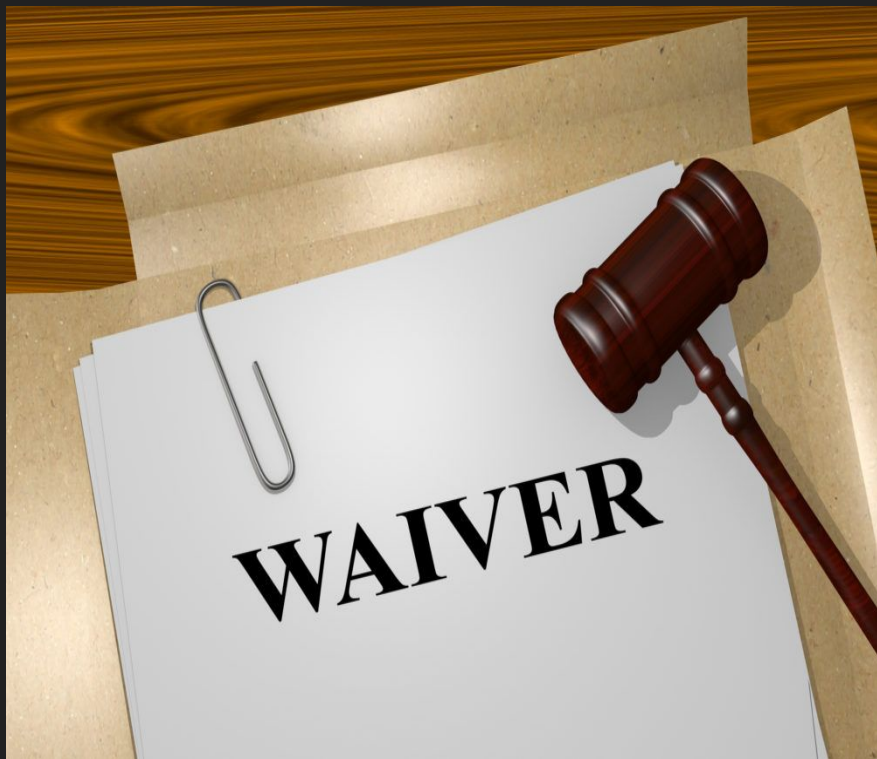
Implementation of Building Instructional Leadership Teams (BILT)

# READ Act



## Approved Minnesota Read Act - Funded Professional Development Programs

- CAREIALL (CAREI University of Minnesota)
- OL & LA (Online Language & Literacy Academy) - Consortium on Reaching Excellence in Education - **CORE**
- LETRS



### Minnesota READ Act Professional Development Training Waiver

Educators who have previously taken 3rd Edition LETRS or CORE training, before READ Act training was offered, do not need a waiver or to retake training. Educators who have completed professional development **prior to July 1, 2024** on evidence-based reading instruction that is aligned to Structured Literacy and is not one of the approved trainings, please submit this Training Waiver.

*Please complete a waiver request for each professional development program completed.*

An MDE approved **Completed Training Waiver** indicates that the professional development meets the Minnesota READ Act ([Minnesota Session Law, Chapter 55, Article 3, READ Act](#)) requirements. Therefore, educators who have completed professional development approved under this waiver, will count as 'Completed Training' and will not need to retake training.



## The Minnesota READ Act legislative professional development requirement

### Professional development for Phase 1 educators\* (completed by July 1, 2025):

- Participate in one of the MDE approved programs
- Submit certificate of completion with a passing score of 80% to district or charter school

### Professional development requirements for Phase 2 educators\*\* (completed by July 1, 2027):

#### Registration for Phase 2 educators will occur February–October, 2025.

- For grades 6–12 additional professional development options have not yet been approved. *Details coming soon.*

## Professional Development Timeline

### \*Phase 1: Required staff to be completed by July 1, 2025

Districts and charters are required to provide access to professional development for Phase 1 educators by July 1, 2024 and can register for Professional Development February–October 2024.

- PreK Classroom Educators – *PreK educators include Voluntary Pre-Kindergarten/School Readiness Plus, Early Childhood Special Education (Part B/619) responsible for early literacy/reading instruction and School Readiness*
- K–3 Classroom Educator (including ESL instructors who are responsible for reading instruction)
- Grades K–12 Reading Intervention Educators
- Grades K–12 Special Education Educators responsible for reading instruction
- Grades PreK–5 Curriculum Directors
- Grades PreK–5 Instructional support staff who provide reading support. (Additional guidance and information on training options will be available in Spring, 2024. Districts may choose to delay registration of Instructional Support Staff until more information is released.)
- Employees who select literacy instructional materials for grades PreK–5
- 4th and 5th grade (6th grade depending on the structure of your elementary school) classroom educators may be included in Phase 1, as literacy data indicates the need for foundational reading skill instruction in these grades

### \*\*Phase 2: Required staff (all other educators responsible for reading instruction) to be completed by July 1, 2027

Registration for Phase 2 staff Professional Development will be February–October 2025.

- Grades 4–12 Classroom Educators responsible for reading instruction/ teaching the MN ELA Standards
- Grades PreK–12 Educators who work with English learners (Licensed ELL teachers)
- Grades K– Age 21 Educators who work with students who qualify for the graduation incentives program under section 124D.68
- Grades 6–12 Instructional support staff who provide reading support
- Grades 6–12 Curriculum Directors
- Employees who select literacy instructional materials for Grades 6–12

Educators who have previously taken 3rd Edition LETRS or CORE training, before READ Act training was offered, do not need a waiver or to retake training.

Complete by	Role/Title	Grade
July 1, 2025	PreK Classroom Teachers (Early Childhood PD option)	PreK*
	K-3 Classroom Teachers	K-3
	Reading Intervention Teachers	K-12
	Special Education Teachers responsible for reading instruction	PreK-12
	Curriculum Directors	PreK-5
	Instructional support staff who provide reading support	PreK-5
	Employees who select literacy instructional materials for a district	PreK-5

Complete by	Role/Title	Grade
July 1, 2027	Classroom Teachers responsible for reading instruction/ Teaching the MN ELA Standards	Grades 4 -12
	Teachers who work with English learners (Licensed ELL Teachers)	PreK-12
	Teachers who work with students who qualify for the graduation incentives program under section 124D.68.	K – Age 21
	Instructional support staff who provide reading support	Grades 6-12
	Curriculum Directors	Grades 6-12
	Employees who select literacy instructional materials for a district	Grades 6-12

In Other

**N** **e** **w** **s**



**Thank You American Indian  
Parent Advisory Committee  
(AIPAC)**



# Alternative Delivery of Specialized Instructional Services

(ADSIS)





**Thank You**



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Strategic Plan**

Meeting Date: February 21, 2024

Prepared by: Superintendent's Office

Date Prepared: February 5, 2024

Information     Briefing     Action     Enclosure Item(s)

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Dr. Jeff Ridlehoover to give an update on the Strategic plan.

2023-2024

# STRATEGIC PLAN ROCKFORD AREA SCHOOLS



Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.

## OUR STRATEGIC DIRECTIONS COVER...

### HEALTHY & SUPPORTIVE ENVIRONMENT

Promote respect and collaboration in order to foster secure relationships where all people feel valued and safe. Cultivating a culture to empower all to share new and innovative ideas, and advocate for their own wellbeing, as well as the wellbeing of others.



### CULTURE OF COLLECTIVE PURPOSE

Through interconnectedness & interdependence, we create a school community where each person belongs, contributes and feels a sense of ownership.



### STUDENT ACHIEVEMENT & GROWTH

Provide high quality instruction, curriculum, and professional development for staff, to impact our students through a robust learning experience.



### COMMUNITY, SCHOOL AND FAMILY PARTNERSHIPS


Strengthen and grow supportive and trusting relationships through community outreach and partnerships that encourage collaboration to drive school and community growth.



### STEWARDSHIP OF RESOURCES

Strategically investing our resources in a responsible and efficient way that ensures the best possible educational experience for students while also promoting sustainability and ethical financial practices.



 763-477-9165

 [www.rockford.k12.mn.us](http://www.rockford.k12.mn.us)



In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.



## ROCKFORD AREA SCHOOLS VALUE...



### ◆ EXCELLENCE

To be our best, expect our best; to be inspired daily to become the very best we can be

### ◆ STUDENTS FIRST

A safe, healthy environment to challenge, engage and inspire all students



### ◆ COMMUNITY

It's about all of us, all the time

### ◆ INTEGRITY

Align actions and words with values and beliefs while respecting differences

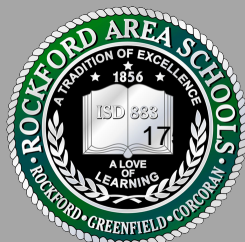


### ◆ STEWARDSHIP

Care and responsibility with our resources including natural and social environments

### ◆ STUDENT EXPERIENCE

All students have access to engage in a rich arts and academics environment, and an abundance of extracurricular opportunities



**Rockford Area Schools  
District Office**

6051 Ash Street  
Rockford, MN 55373



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: IOwA Reauthorization Resolution**

Meeting Date: February 21, 2024

Prepared by: Superintendent's Office

Date Prepared: February 5, 2024

Information     Briefing     Action     Enclosure Item(s)

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Resolution to Authorize Executive Assistant Courtney Neibert as the IOwA.

**Education Identity and Access Management Board Resolution**

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

**It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).**

**Designation of the Identified Official with Authority for Education Identity and Access Management**

**Instructions for Districts and Schools:** Copy the form below onto your district or school letterhead, complete the information requested in the six spaces shown, then scan and email the completed form to: [useraccess.mde@state.mn.us](mailto:useraccess.mde@state.mn.us).

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## Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

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It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

### Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Rockford Area School District ISD 883

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 0883-01

Superintendent or Exec. Director Name: Jeffery Ridlehoover

Will act as the IOwA?  Yes  No

If no, identify below the individual who will act as the IOwA for your organization.

---

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: Courtney Neibert

Title: Executive Assistant

Board Member Signature:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Once the EDIAM Board Resolution is completed, scan <sup>and</sup> email it to: [useraccess.mde@state.mn.us](mailto:useraccess.mde@state.mn.us)



**ROCKFORD AREA SCHOOLS  
INDEPENDENT SCHOOL DISTRICT 883  
BOARD OF EDUCATION**

**Subject: Policy Update – First Reading**

Meeting Date: February 21, 2024

Prepared by: Superintendent’s Office

Date Prepared: February 16, 2024

Information     Briefing     Action     Enclosure Item(s)

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Below is a summary of the changes to a list of policies. This is a **first read** of the following policy:

509	Enrollment of Nonresident Students
514	Bullying Prohibition Policy
534	School Meal Policy
410	Family & Medical Leave
416	Drug, Alcohol, and Cannabis Testing
416 Form	Drug, Alcohol, and Cannabis Testing Form
506	Student Discipline



Adopted: 01/08/01

Orig. 1995

Reviewed: 2015, 2021, 2022

Revised: 06/20/16, 9/19/2022, 3/18/24

## **410 FAMILY AND MEDICAL LEAVE POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

### **II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

### **III. DEFINITIONS**

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service



during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
  - 1. a military medical treatment facility as an outpatient; or
  - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
  - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  - 2. to attend military events and related activities of a covered military member;
  - 3. to address issues related to childcare and school activities of a covered military member's child;



4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address care needs of a covered military member's parent who is incapable of self-care; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

#### IV. LEAVE ENTITLEMENT

##### A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee's child and to care for such child;



- b. placement of an adopted or foster child with the employee;
  - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
  - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
  3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
  4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
  5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
    - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
    - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
      - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank,



- or rating; or
- (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
  7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
  8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
  9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school



district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law.



However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for



a covered service member with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A. 7., IV.A. 10., IV.A. 12., IV.A. 13., and IV.A. 14. above shall apply to leaves under this section.

**V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the



employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

## VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)  
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)  
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)  
38 U.S.C. § 101 (Definitions)  
29 C.F.R. Part 825 (Family and Medical Leave Act)

**Cross References:** ~~MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees - Family and Medical Leave Act Summary)~~

## **ATTACHMENTS TO DRUG ALCOHOL TESTING POLICY**

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment–Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.
- Attachment B is a "Bus Driver or Driver Applicant–Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.
- Attachment is a "Bus Driver or Driver Applicant–Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph . of the policy.

Attachments through are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.
- Attachment is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.
- Attachment is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.
- Finally, the District may wish to use Attachment , entitled "Acknowledgment–Drug Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

( D R A F T )

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —  
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug, ~~and~~ Alcohol, and Cannabis Testing Policy of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Federally Mandated Drug and Alcohol Testing for School Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver’s license.

The District’s policy was provided to me:

- € Upon adoption of the policy (employee).
- € Upon my hire (job applicant/new employee).
- € After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or ~~drug~~-controlled substance problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is \_\_\_\_\_ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

**ATTACHMENT B**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— BUS DRIVER OR DRIVER APPLICANT —  
AUTHORIZATION TO RELEASE INFORMATION**

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: \_\_\_\_\_

Employee SS or ID Number: \_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section I-A.

School District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

Section I-B.

Previous Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_\_ NO \_\_\_\_
2. Did the employee have verified positive drug tests? YES \_\_\_\_ NO \_\_\_\_
3. Did the employee refuse to be tested? YES \_\_\_\_ NO \_\_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_\_ NO \_\_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_\_ NO \_\_\_\_
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

( D R A F T )

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —  
CONSENT TO SCHOOL DISTRICT CONDUCT  
OF CLEARINGHOUSE FULL QUERY

Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver’s License (CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver

- (1) has a verified positive, adulterated, or substituted controlled substances test result;
- (2) has an alcohol confirmation test with a concentration of 0.04 or higher;
- (3) has refused to submit to a test in violation of federal law; or
- (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law.

The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

I consent to the school district’s conduct of a Clearinghouse full query.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

**ATTACHMENT**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— BUS DRIVER OR DRIVER APPLICANT —  
REFUSAL TO SUBMIT TO TESTING**

I hereby refuse to submit to drug/alcohol testing by doing the following:

- € Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- € Failing to remain at the testing site until the testing process is complete;
- € Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- € Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- € Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- € Failing or declining to take a second test as directed;
- € Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- € Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- € Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- € Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- € Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- € Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

Supervisor: \_\_\_\_\_

\_\_\_\_\_  
*Supervisor's Signature*

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

€ Employee refusal to sign

*Supervisor's Initials:* \_\_\_\_\_

ATTACHMENT

( D R A F T )

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— PRETEST NOTICE —**

I, the undersigned employee/job applicant of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug, ~~and Alcohol,~~ and Cannabis Testing Policy.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Job Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

ATTACHMENT

( D R A F T )

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

[Employee Name]  
[Employee Address]

**RE: Drug, ~~and/or~~ Alcohol, and/or Cannabis Test**  
**[Date of Testing]**

**NOTICE OF TEST RESULTS AND VARIOUS RIGHTS**

Test Results:

Independent School District No. \_\_\_\_, \_\_\_\_\_, Minnesota has received the test result report from the testing laboratory:

- G Your initial screening test result was negative.
- G Your confirmatory test result was negative.
- G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test ~~or~~ **cannabis test**.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, ~~or~~ alcohol, ~~or~~ **cannabis** threshold detection levels

as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

## B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug, ~~and~~ alcohol, ~~and/or~~ cannabis testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

**ATTACHMENT**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**EXPLANATION OF POSITIVE TEST RESULT**

I, the undersigned employee/job applicant of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- € no over-the-counter or prescription medications; or
- € the following over-the-counter or prescription medications:

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I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

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Date: \_\_\_\_\_

\_\_\_\_\_

*Signature of Employee/Job Applicant*

\_\_\_\_\_

*Typed or Printed Name*

ATTACHMENT

( D R A F T )

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

**DRUG, ~~AND~~ ALCOHOL, AND CANNABIS TESTING POLICY**

I have received a copy of the Drug, ~~and~~ Alcohol, and Cannabis Testing Policy of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- € Upon adoption of the policy (employee)
- € Upon my hire (job applicant/new employee)
- € After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug, ~~and~~ alcohol, and cannabis testing as applicable. (job applicant)

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

\_\_\_\_\_  
*Typed or Printed Name*



Adopted: 01/08/01  
Reviewed: 2015  
Revised: 06/20/16, 9/19/2022, 3/18/24

Orig. 1995

## **416 DRUG AND ALCOHOL TESTING**

### **I. PURPOSE**

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive; but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

### **II. GENERAL STATEMENT OF POLICY**

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or



not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

### III. **FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

#### A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana, (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

#### B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.



8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms; (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.



13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before a MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager



1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has



adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for alcohol and controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant



violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query (see Attachment C to this policy). The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.



- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.



- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
  - c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
  - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until a SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When a SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
  - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code, section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver



applicant subject to discipline or disqualification under this policy.

- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by a SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment ~~C~~D to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has



seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
  - (1) The donor expressly declines the opportunity to discuss the test results;
  - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
  - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor with ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or a STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for



confirmation tests.

- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The school district has first given the employee an opportunity to participate in, at the employee’s own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
  - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
  - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory



The testing laboratory for controlled substances will be a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13. Any information concerning the individual’s test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
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Alcohol and controlled substance collection procedures	2 years
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Negative and cancelled controlled substance tests	1 year
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Alcohol tests with less than 0.02 concentration	1 year
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Education and training records	indefinite
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“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;



- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
  - i. Any on-duty alcohol use;
  - ii. Any pre-duty alcohol use;
  - iii. Any alcohol use following an accident; and
  - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
  - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
  - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide a SAP evaluation or any subsequent recommended education or treatment.
  - c. Drivers are responsible for payment for SAP evaluations and services



unless a collective bargaining agreement or employee benefit plan provides otherwise.

- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes Sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

- 1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the



employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

#### IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing **or cannabis testing** for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing **or cannabis testing** as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

##### A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.



2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).
8. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
9. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
10. "Random Selection Basis" means a mechanism for selection of employees that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and



- b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
- 11. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
- 12. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

**BA. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions:**

**1. General Limitations**

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes Section 181.953, Subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

**2. Cannabis Testing Exceptions**

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

**23. Job Applicant Testing**

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is



requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.
- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

**34. Random Testing**

The school district may request or require "other employees" to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

**45. Reasonable Suspicion Testing**

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to



operate machinery, equipment, or vehicles involved in a work-related accident.

**56. Treatment Program Testing**

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

**67. Routine Physical Examination Testing**

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

**BC. No Legal Duty to Test**

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

**C. Definitions**

- ~~1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.~~
- ~~2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, subdivision. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.~~
- ~~3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose~~



~~positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."~~

- ~~4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).~~
- ~~5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.~~
- ~~6. "Random Selection Basis" means a mechanism for selection of employees that:
  - ~~a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and~~
  - ~~b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.~~~~
- ~~7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.~~
- ~~8. "Safety Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.~~

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and



including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information (see [Attachment G to this policy](#)).

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.



- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments **E-F** and **F-G** to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.



F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.



6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.



2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G-H to this policy.

V. **POSTING**

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 43A (State Personnel Management)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)



Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 152.32 (Protections for Registry Program Participation)  
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)  
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)  
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)  
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

**Cross-References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)



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## 506 STUDENT DISCIPLINE

### I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

### II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.



### III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

### IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section [120B.02](#) and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
  - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
  - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
  - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.



**V. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.



H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

**VI. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

**VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;



- F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

**VIII. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
  - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft,



- robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
  3. Gambling, including, but not limited to, playing a game of chance for stakes;
  4. Violation of the school district's Hazing Prohibition Policy;
  5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
  6. Violation of the school district's Student Attendance Policy;
  7. Opposition to authority using physical force or violence;
  8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment, Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
  9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
  10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
  11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
  12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
  13. Violation of the school district's Weapons Policy;
  14. Violation of the school district's Violence Prevention Policy;
  15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;



16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which



bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that is discriminatory, abusive, obscene, threatening, intimidating, degrading to other people or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance,



disability, national origin or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

**IX. RECESS AND OTHER BREAKS**

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
  1. a student causes or is likely to cause serious physical harm to other students or staff;
  2. the student's parent or guardian specifically consents to the use of recess detention; or
  3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.



- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

**X. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;



- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

**XI. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.



Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Responsibility for and custody of a student removed from class. *Student is to go to a designated area as determined by the building principal or designee when removed from the classroom. Students may arrive to the designated room on their own or with staff escort. The student is to work on assigned work while in in-school suspension. Teachers are expected to send work for the student while in in-school suspension. After removal from class, the supervising staff member at that assigned time has control and responsibility for student.*
- D. Procedures for return of a student to a specific class from which the student was removed. *To return to a class from which a student was removed, student must have at a minimum a meeting with the principal or designee, but may also include a meeting with parent, teacher and student, and principal or designee. A student must have a written referral, phone call home and a meeting with the principal and/or designee to return to class. A contract for readmission may also be required.*
- E. Procedures for Notification. *To notify students and parents/guardians of violations of the rules of conduct and resulting disciplinary action, the teacher and/or principal or designee will contact home.*

*Actions or approvals required, such as notes, conferences, readmission plans, will be determined by teacher and principal and/or designee.*

- F. ~~Disabled~~ Students with a Disability; Special Provisions.
  - 1. *If there is a need for further assessment, interventions with parents, teachers, counselors, administrators, student concern's meeting will be documented;*
  - 2. *Depending on length of removal from class, Individual Education Plan (IEP) review may be initiated by student's case manager. IEP review is required if removal exceeds five (5) consecutive days or ten (10) days cumulative.*
  - 3. *If there is a need for a student referral for further special education services,*



*interventions with parents, teachers, counselors, administrators, student concern's meeting will be documented;*

- G. Procedures for detecting and addressing chemical abuse problems of students while on School Premises. *Student will be referred to principal or designee, school liaison officer or student concerns team and possibly to a chemical abuse preassessment team pursuant to Minn. Stat. § 121A.26; and Teacher reporting procedures to the chemical abuse preassessment team will follow Minn. Stat. § 121A.29.*
- H. Procedures for immediate and appropriate interventions tied to violations of the Code of Student Conduct will follow current discipline policy.
- I. Procedures determined appropriate for encouraging early involvement of parents or guardians in attempts to improve a student's behavior. *For improvement of student behavior, parents may be contacted via email, phone calls, or conference, which can be initiated either by teachers, the counselor, administrator or the parent when appropriate.*
- J. Procedures determined appropriate for encouraging Early Detection of Behavioral Problems. *To encourage early detection of behavior problems, referrals should be made to the dean of students, counselor, principal, or Student Concerns Team.*

## **IXII. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
  - 1. Willful violation of any reasonable school board regulation, including those found in this policy;



2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.



4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.



8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of



hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the



right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the



termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

**XIII. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

**XIV. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

**XV. STUDENT DISCIPLINE RECORDS**

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

**XVI. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline—up to and including expulsion—as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a



manifestation of the student’s disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student’s disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

#### **XVII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student’s case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

#### **XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and



6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

**XIXV. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

**XXVI. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
  - Minn. Stat. § 120B.232 (Character Development Education)
  - Minn. Stat. § 121A.26 (School Preassessment Teams)
  - Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
  - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
  - Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
  - Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
  - Minn. Stat. § 121A.60(Definitions)
  - Minn. Stat. § 121A.61 (Discipline and Removal of Students From Class)
  - Minn. Stat. § 122A.42 (General Control of Schools)
  - Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
  - Minn. Stat. § 124D.03 (Enrollment Options Program)
  - Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions )
  - Minn. Stat. Ch. 125A (Special Education and Special Program)
  - Minn. Stat. § 152.22, Subd. 6 (Definitions)
  - Minn. Stat. § 152.23 (Limitations)
  - Minn. Stat. Ch. 260A (Truancy)
  - Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
  - 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
  - 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
  - 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

- Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)



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MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)



Adopted: 08-21-17

Reviewed: 2019

Revised: 02-19-20, 2022, 01-23-2023

Orig. 2017

## 534R SCHOOL MEALS POLICY

### I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting meal shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for **a la carte items or second school** meals as well as to maintain the financial integrity of the school nutrition program.

### II. PAYMENT OF MEALS

- A. Students are issued a meal account when they enroll in the district. It is the parent(s)' or guardian's responsibility to make sure adequate funds are available in the meal account. Meal payments may be made online through the Infinite Campus Parent Portal for each individual student. Payments can be made in any school building office via cash or check.
- B. If the school district receives school breakfast aid under Minnesota Statutes section 124D.1158 or lunch aid under Minnesota Statutes section 124D.111, it must make breakfast and lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. All kindergarten students receive a breakfast without charge.
- C. A student with an outstanding meal account balance will be allowed to receive a meal without providing payment. The cost of the meal will be added to the student's meal account balance.
- D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meal account balance with the exception of a la carte items.
- E. When a student has a negative five (-\$5) account balance, the student will not be allowed to charge a la carte items or a second additional entree.
- F. Each student will have their own meal account number. A single common number for families with more than one student in the school system will not be used. Each student's account is managed separately.



- G. Families may apply for free or reduced price meal benefits at any time during the school year. Families need to apply annually for benefits. If the household size or income changes during the year, families can reapply. Applications are available online on the district website.

**III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify families when meal account balances are low starting at a positive ten (\$10.00) or less.
- B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

**IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$-10.00, not paid prior to end of the fiscal year, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to material, technology, or other items provided to students due to an unpaid student meal balance.

**V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;



## Rockford Area School District #883 -- Policy 534R

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2. students and families who transfer into the school district, at the time of enrollment; and
  3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

### **Legal References:**

Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111, (Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None



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Orig. 1995

## 509 ENROLLMENT OF NONRESIDENT STUDENTS

### I. PURPOSE

The school district desires to participate in the Enrollment Options Program (**Open Enrollment**) established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

### II. GENERAL STATEMENT OF POLICY

**The school board adopts specific standards for acceptance and rejection of Open Enrollment applications.**

- A. **Eligibility.** Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
  2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.
  3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. **Standards that may be used for rejection of application.** In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:
1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
  2. possessing or using an illegal drug at school or a school function;
  3. selling or soliciting the sale of a controlled substance while at school or a school



function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
  2. athletic or extracurricular ability of a student;
  3. disabling conditions of a student;
  4. a student's proficiency in the English language;
  5. the student's district of residence; except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
  6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.
- D. Application. The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website ([education.mn.gov](http://education.mn.gov)). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."
- E. Lotteries. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:
1. the student's resident district does not operate a school building;
  2. the municipality is located partially or fully within the boundaries of at least five school districts;
  3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
  4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and



posted on the school district's website.

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, Subdivision 8.
2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a



resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction )  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, Subd. 19 ( Definitions)  
Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 517 (Student Recruiting)



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## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
1. on school premises, on school district property, at school functions or activities, or on school transportation;
  2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
  3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a co-curricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student; or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless



of whether such act is committed on or off school district property and/or with or without the use of school district resources. **This policy also applies to sexual exploitation.**

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

- BE. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- CF. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- DG. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- EH. False accusations or reports of bullying against another student are prohibited.
- FI. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and



including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- JG.** The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
  2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying, malicious and sadistic conduct as defined in this policy, and sexual exploitation.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional



distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

**E.** "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.¶

**EF.** "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

**FG.** "Prohibited conduct" means bullying, ~~or cyberbullying as defined in this policy~~ malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct. ~~bullying.~~

**GH.** "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

**HI.** "Student" means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school



district office, but oral reports shall be considered complaints as well.

- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

**V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building



report taker or a third party designated by the school district.

- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See Policy 506) and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

**VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary



consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  4. The incidence and nature of cyberbullying; and
  5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is



directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See Policy 515) in the student handbook.

#### **VIII. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians,



and staff, and this policy shall appear in the student handbook.

- B. This policy ~~or a summary thereof~~ must be conspicuously posted **throughout each school building**, in the administrative offices of the school district, and **in** the office of each school.
- C. This policy must be ~~given~~ **distributed** to each **school district or** school employee and independent contractor ~~who regularly interacts with students at the time of initial employment with the school district~~ **at the time of hiring or contracting**.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- E. **Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.**
- G. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 **and 121A.0312** and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
**Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)**  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)



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MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

